

AGREEMENT

by and between

**THE COUNTY OF ERIE
ECMCC/ECC /Buffalo and Erie
County Public Libraries**

and

**THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 1095, COUNCIL 66,
AFL-CIO**

**COVERING THE CALENDAR
YEARS**

2017-2018-2019-2020-2021

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STATEMENT OF PURPOSE

THIS AGREEMENT entered into by the County of Erie, New York, Erie County Medical Center Corporation, Erie Community College and the Buffalo & Erie County Public Library hereinafter collectively referred to as the Employer, and Local 1095 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. NOW, THEREFORE, it is mutually AGREED, as follows:

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the term of this Agreement of all individuals who are members of the bargaining unit as defined in this Agreement.

1.2 The Employer agrees to meet quarterly with the President and two (2) members of the unit and at special meetings when deemed necessary, to review any new job titles, any changed titles and/or job specifications for the purpose of allocating these new or revised jobs which may have been created in the preceding three (3) months to the appropriate bargaining unit. In the event the parties fail to reach a mutual agreement upon the allocations of such titles, then the disputed titles and/or specifications will be submitted to the appropriate official of the Public Employment Relations Board (PERB) for his advice and guidance within fifteen (15) days of the meeting, whose decisions will be final and binding on the parties.

1.3 The Employer shall notify the Union by registered mail to the Union's local office prior to the implementation of a change in the description of an existing bargaining unit position. The Union may request, in writing by registered mail to the Division of Labor Relations, a meeting with the County concerning such job description of an existing within seven (7) working days of the receipt of such notification. Such meeting shall be held as soon as practicable after such request is received by the County. The Employer shall not implement such job description until such meeting, if requested, has been held. A copy of the finalized job description shall be sent to the Union. It is agreed and understood that the implementation, composition and content of finalized job descriptions or any change thereto are within the sole and exclusive discretion of the Employer.

ARTICLE 2

DEFINITIONS

The following terms as used in this Agreement shall have the following meanings only:

(a) **“Employer”** means County of Erie, Erie County Medical Center Corporation, Erie Community College and the Buffalo & Erie County Public Library collectively.

(b) **“County”** means County of Erie.

(c) **“Union”** or **“AFSCME”** Means Local 1095 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO.

(d) **“Employee or Employees”** means only those individuals who hold a full-time permanent position, who hold regular part-time positions (20 working hours or more per week) or who hold part-time positions (less than 20 hours per week) covered by the bargaining unit herein.

(e) **“Bargaining Unit”** means the certified bargaining unit commonly known as the “Blue Collar Unit” which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (less than 20 hours per week) and temporary employees (as defined in this Agreement) all of whose titles appear in Appendix A attached hereto.

(f) **“Position”** means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.

(g) **“Class”** means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.

(h) **“Salary Range”** means the range of compensation from base to Step 7, as appearing in the Plan of Class Titles and Salary Ranges

(i) **“Job Group”** Means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.

(j) **“Increment”** means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.

(k) **“Increment Step”** means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1,2,3,4,5,6 and 7 in the Plan of Class Titles and Salary Ranges.

(l) **“Open Competitive List”** means an eligible list resulting from an open competitive civil service examination.

(m) **“Promotional List”** means an eligible list resulting from a promotional civil service examination.

(n) **“Appointing Authority”** means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head), subject to Civil Service Law and any rules promulgated thereunder.

(o) **“Actual Service”** means total time spent actually working in a position including any time off and/or leaves with pay.

(p) **“Service”** means “Actual Service” as defined above.

(q) **“Continuous Service”** means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the Employer. However, a period of actual service in a regular part-time position (20 hours or more per week) or a non-regular part-time position (less than 20 hours per week) shall be credited as 50% of such period for purpose of computing continuous service. If an employee is rehired within one (1) year or is recalled within two years of layoff, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in permanent loss of all continuous service.

(r) **“Seniority”**- except as defined and determined by Civil Service Law for purposes of the provisions therein, seniority means the length of an employee’s continuous service as defined above with the Employer, regardless of bargaining unit. Once per year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and the date of hire of all employees in the unit entitled to seniority.

(s) **“Permanent Vacancy”** means an unencumbered budgeted position covered by the bargaining unit which may or may not be filled within the sole discretion of the Employer.

(t) **“Department”** means a unit of County Government specifically designated as a department under the Erie County Charter and Erie County Administrative Code as amended from time to time, and additionally, departments and units as organized at and by Erie County Medical Center Corporation and Erie Community College.

(u) **“Department Head”** means the person designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a Department or his/her designee(s) in his respective department, institutions, divisions, bureaus, and/or other administrative units for the purpose of handling grievances, and additionally departments and units as organized at and by Erie County Medical Center Corporation.

(v) **“Work Day”** means the normal number of regular, consecutive hours an employee is scheduled for work within the confines of the provisions of this Agreement.

(w) **“Erie County Medical Center Corporation”**- pursuant to Public Authorities Law, Article 10-c §3629, Erie County employees, employed at Erie County Medical Center became employees of Erie County Medical Center Corporation. As expressly referenced in the PAL, employees of ECMCC are, likewise, deemed to be employees of Erie County and ECMCC shall be bound by collective bargaining agreements and success or agreements between Erie County and respective representing unions, as determined by prior unit placement.

(x) **“Competitive Class Departmental Seniority”**- the date in which an employee in a competitive class position passes their probationary period and becomes permanent in their title in their current department.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine facilities, methods, means and number of personnel for the conduct of the Employer’s programs;; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 4 UNION SECURITY

4.1 Checkoff of Union Dues and other Deductions: The Employer shall deduct from the wages of employees of the bargaining unit and remit each month to Local 1095, American Federation of State, County and Municipal Employees, AFL-CIO, New York Council 66, membership dues for those employees authorizing such deductions.

4.2 The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues, and any additional deductions for any health insurance and/or dental plan program made available through the Union.

4.3 Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall be effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

4.4 The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the fifteenth (15) day of the following month when such deductions were made.

4.5 Any changes in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

4.6 Agency Shop: The Employer agrees that any present or future member of the bargaining unit who is not a Union member and who does not make application for membership shall deduct from their paychecks a service fee in an amount equal to the regular amount of dues of this Union for the duration of the Agreement. The deduction shall be transmitted at the same time and to the same offices as set forth in 4.4 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

4.7 If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article, unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

4.8 The Employer agrees there will be no promotion or financing by any labor organization including this bargaining unit. The Employer agrees to submit to the Union every month a list of new employees hired, their division, their home addresses and the status of their employment.

4.9 Pledge Against Coercion. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

4.10 Access to Employees. Union stewards, officers, international and council representatives shall, on an exclusive basis, have access to employees during working hours to explain Union membership services and programs under mutually developed arrangements with Department or Agency Heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance and shall be limited to no more than fifteen (15) minutes per employee per month.

4.11 Dues Deduction for Political Action. The Employer agrees to deduct from wages of any bargaining unit employee of the Union who submits to the payroll department a voluntary, signed political and legislative payroll deduction authorization card, payroll deductions for the American Federation of State, County and Municipal Employees Political and Legislative Fund. Such voluntary payroll deduction authorization card must be executed by the employee and may be revoked at any time by giving written notice to both the Employer and the Union. Payroll deductions will commence no later than the next pay period after the cards are received by the payroll department. The voluntary, signed payroll deduction authorization card for the Political and Legislative Fund shall specify a whole dollar amount to be deducted from the employee's pay period, twenty-six (26) times in each calendar year. Monies voluntarily deducted pursuant to the provisions of this Section shall be remitted to the Union once a month, thirty (30) days after the last deduction is made each month, together with a list showing the name of each employee from whose pay such deductions have been authorized and the amount to be deducted during the period covered by the remittance. Adjustments to reflect actual deductions will be made twice a year. The Union agrees to hold the Employer harmless and to defend said Employer, including all costs of such defense, against any claims whatsoever arising out of the deductions made pursuant to this section.

ARTICLE 5 NO STRIKE CLAUSE

5.1 The Union recognizes the status of the members of its bargaining unit as "public employees" and the provisions of law applicable thereto which prohibit strikes, the willful absence from one's position, a stoppage of work or the abstinence, in whole or in part, from the full, faithful proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in conditions or compensation, or the rights, privileges and obligations of employment.

5.2 The Union further recognizes that any public employee who engages in said acts is subject to the penalties provided under New York State Law.

5.3 The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

5.4 No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 6 BULLETIN BOARDS

6.1 The Employer shall provide exclusive locked bulletin boards in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by the designated official of the Union or its appropriate chapter. Keys for such boards shall be given to the person designated in writing by the Union.

6.2 Campaign material for election to Union Offices shall be permitted under this section.

ARTICLE 7 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

7.1 The Employer agrees that during working hours, after obtaining permission from supervisors, which permission should not be unreasonably withheld and for reasonable periods of time on Employer's premises and without loss of pay a Union representative or alternate in each department or institution, whose names shall be submitted to the department or institution head or his authorized representative in writing by the Union shall be allowed to engage in the following activities when necessary:

- (1) Post Union notices
- (2) Distribute Union literature
- (3) Transmit communication authorized by the local Union or its officers to the Employer or his representatives
- (4) Consult with the Employer, his representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement

7.2 The Employer will give release time with pay to ten (10) members of the Local Union contract negotiating team to participate in contract negotiations. Release time will be paid for hours spent while the parties are engaged in collective bargaining sessions with the employer.

ARTICLE 8 TIME OFF FOR UNION BUSINESS

8.1 The Employer agrees to grant time off without charge to accumulated leave credits, with pay, for Union delegates to functions of International Union, Council or other bodies with which the Union is affiliated, but not exceed an aggregate of working days per contract year as follows: effective January 1, 2018, an aggregate of sixty (60) working days

8.2 An employee elected to office of the President or Grievance Chairman of the local Union shall be allowed reasonable periods of time off without loss of time or pay for the period of his/her term of office to engage in Union business. The Local President and Grievance Chairman shall record their union business on a form provided and submitted to their employer by the end of each pay period. It is understood that only time actually engaged in Union business directly related to the bargaining and enforcement of the collective bargaining agreement with the employer will be paid.

8.3 The duly elected secretary treasurer of the local Union shall be granted up to eight (8) hours paid release time during each pay period.

ARTICLE 9 HOURS OF WORK

9.1 The normal working hours for full-time employees shall be eight (8) hours per day, forty (40) hours per week. The establishment of working hours shall be within the discretion of the head of the department, provided that work week hours shall not exceed forty (40) hours for any employee.

(a) In the event the Employer deems necessary any change in the work week or shift assignment, the Employer shall first make offer to the employee in the work unit/division of the shift change in the order with the greatest department seniority until it reaches a volunteer. However, if no employee elects to accept the shift change offer, then the employee in the work unit/division of the shift change with the least departmental seniority will be reassigned to that shift. The affected employee(s) will be notified in writing with a copy forwarded to the Office of the Local Union seven (7) calendar days in advance of the proposed change except in emergency situations. ECMCC shall use title within unit.

(b) The Employer shall give employees preferential selection by seniority in available work week schedules where and when it in its sole and exclusive discretion it deems practicable.

9.2 Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours per day for seven (7) days per week.

9.3 All employees work schedules shall provide for a fifteen (15) minute rest period during each one half shift. Employees may be permitted to leave the work site during rest periods and such permission shall not unreasonably withheld.

9.4 Except in an emergency, employees required to work at least four (4) hours beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the overtime shift of more than four (4) hours.

9.5 Employees of Erie County and ECC shall be granted a ten (10) minute personal clean-up period prior to the end of each shift worked. This benefit shall not apply to employees of the Erie County Medical Center Corporation.

9.6 The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except in continuous operations. If an ECMCC employee at Terrace View Long Term Care is absent for all or part of the employee's scheduled weekend, ECMCC may schedule the employee to make up such weekend shifts at either the employee's next unscheduled weekend shift or in the case of overstaffing for that weekend the weekend thereafter, by providing two (2) weeks' notice to the employee.

9.7 Work schedules showing an employee's shifts, workdays and hours shall be posted on department bulletin boards at the employee's regular work locations at all times.

9.8 Any employee who is regularly scheduled to report for work and who presents himself for work as scheduled shall be assigned work.

9.9 If work is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work.

9.10 Any employee who is called in and reports for emergency duty, in addition to or outside his regularly scheduled shift shall be paid a minimum of three (3) hours.

(a) Except as provided in sub-section (C), *infra*, the lunch period provided for employees in the bargaining unit will remain the same except for employees hired after ratification of the 2006-2015 (RATIFIED ON 10/23/2009) collective bargaining agreement who shall receive a one-half hour paid lunch period. Following ratification of the CBA, employees who, in their prior anniversary year, were eligible for a one (1) hour lunch period, but were required to remain on duty during such lunch period or received a one-half hour lunch period for a cumulative period of not less than nine (9) months, shall be paid the sum of \$350 (\$175 for Regular Part-time employees) within thirty (30) calendar days following the employee's anniversary date.

(b) Employees, not including ECMCC employees, hired after ratification of the 2006-2015 (RATIFIED ON 10/23/2009) Agreement shall receive a one-half hour paid lunch period, or where appropriate, the cash sum provided in sub-section (a) hereof.

(c) Effective January 1, 1996. ECMCC, all new hires at ECMCC after 12/31/1995 shall have one-half hour paid lunch, with no additional compensation. In keeping with the established practice, this term applies only to those employees who change their status to full time, provisional appointees who actually receive their permanent appointment after said date and other temporary employees who might become permanent after January 1, 1996. Also, these terms do not apply to an employee who might come into a blue collar position from another bargaining unit.

ARTICLE 10

PAID LEAVE OF ABSENCES

10.1 Holidays. The following holidays shall be observed by all employees in this bargaining unit as paid holidays:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day
- (3) Presidents' Day
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Christmas Day

(a) If any of the aforementioned holidays falls on a Saturday, the Employer will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

(b) An employee who is required to work on a day celebrated as a holiday shall in addition to holiday pay, be paid at their straight time hourly rate plus one-half their hourly rate for the first eight (8) hours worked on such holiday. Effective January, 1, 1989, employee shall be paid at two (2) times their hourly rate for all hours worked on such holiday in excess of eight (8) hours.

(c) Every effort will be made to distribute the taking of holidays on an equitable basis.

(d) If a holiday falls during an employee's scheduled vacation, the vacation period will be extended one (1) day. If a holiday falls on an employee's scheduled day off, one (1) day's additional pay shall be given for said holiday.

(e) An employee who is on paid sick leave the day before or after a holiday will be paid for the holiday. Employees who are absent due to sickness on both the scheduled workday before and the scheduled workday after the holiday, will not receive holiday pay, but if they so request, will be granted a paid sick day if such accumulated sick leave is available.

(f) For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

(g) An Employee shall be eligible for holiday pay provided he would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick and further provided he worked his last scheduled work day prior to the holiday unless he is excused by the Employer.

(h) Notwithstanding, the conditions set forth in section 10.1(a) of Article 10, employees who are scheduled for and actually work a continuous schedule of 24 hours per day for 7 days per week, shall celebrate all holidays only on the calendar date on which the holiday traditionally falls.

10.2 Vacations

(a) Every effort will be made to grant employees vacation at there requested time, subject to their department's responsibility to maintain work coverage and efficient operations for service to the public.

(b) Vacation credits will accrue and be available for use on a pay period basis for regular full time employees provided they are on a compensable pay status for five (5) or more working days each pay period. Vacation credits will be granted by pay period in accordance with the following schedule:

Service	Hours/Pay Period	Days/Year
Commencement of employment through completion of two (2) years of service	3.08 hours	10 days
Second (2 nd) year anniversary date through completion of nine (9) years of service	4.62 hours	15 days
Ninth (9 th) year anniversary date through completion of sixteen (16) years of service	6.16 hours	20 days
Sixteenth(16 th) year anniversary date through completion of twenty-five (25) years of service	7.70 hours	25 days
Twenty-fifth (25 th) year anniversary date through successive years of service.	9.23 hours	30 days

(c) Department heads will establish vacation periods, schedules and vacation units based on their work requirements. The scheduling of vacations shall be based on the seniority of the employee, subject to paragraph (a) above. Employees may, with the prior approval of the department head, utilize vacation allowances as may be convenient to departmental operations but not less than in units of one (1) hour. The scheduling of vacation time in a Competitive Class Position will be based on Competitive Class Department seniority as defined in Article 2 section (X).

(d) With approval of the department head or immediate supervisor, an employee may take vacation days as they are accumulated in accordance with this Section.

(1) Vacation credits may be accumulated up to twenty (20) vacation days in the employee's vacation bank on the employee's employment anniversary date.

(2) If, however, the employee is unable to use his/her vacation time due to the Employer or departmental policy restrictions regarding the use of vacation time, the employee will be granted an additional thirty (30) calendar days to use such vacation time which exceeds the accumulation limit of twenty (20) vacation days.

(e) Vacation pay shall be the regular straight time rate of pay in effect for the employee at the time he takes vacation.

(f) If a holiday occurs during an employee's vacation, the holiday will be credited and vacation credits not charged. An employee on paid leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining vacation credits.

(g) If an employee is promoted or transferred to another County, ECC, ECMCC department, vacation credits will be transferred.

(h) Employees who resign, are discharged for cause, or are laid-off shall be compensated for unused, accumulated vacation credits. Deceased employees shall have their estate compensated for unused, accumulated vacation credits at the time of the employee's death.

(i) The period of leave without pay between resignation and reinstatement shall not be counted in determining an employee's vacation credit allotment.

(j) Commencing January 1, 2018 Employees shall be permitted to sell back forty (40) hours or sixty (60) hours of accrued and unused vacation leave at the employee's rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period number 24 of the same year.

10.3 Sick Leave

(a) **Sick Leave Allowance:** All permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of four (4) hours per pay period. An employee may accumulate sick leave up to a maximum of 1800 hours/225 days for purposes of calculating sick leave credits and charges, one work day equals eight (8) hours.

(b) Reasons for Granting Sick Leave. Sick leave with pay shall be granted by the Employer to an employee, when incapacitated or unable to perform the duties of his/her position by reason of:

- (1) Sickness or injury
- (2) Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other blood relative who is an actual member of the employee's household. Certificate or affidavit, issued by the attending physician certified to the necessity for the attendance of the employee shall be filed with the Department Head or his designee and sick leave for this purpose shall be granted only with his approval.
- (3) Quarantine regulations
- (4) Medical or Dental Visits
- (5) Maternity

(c) Sick Leave Credits and Charges

- (1) A credit for sick leave under this provision shall be allowed at the rate of (4) four hours for each pay period during which the employee shall have been on full pay status for at least fifty percent (50%) of the working days of that pay period. This is equal to thirteen (13) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their sick leave balances on a continuing regular basis.
- (2) Charges against sick leave credits due to employee usage shall be comparable to past procedures; i.e., where a full day was charged in the past; this will now be an eight (8) hour charge against the employee's sick leave balance, where a half day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, except where otherwise specifically provided in this article, charges against sick leave may not be made in units of less than one (1) hour. Request for use of sick leave shall be submitted on the prescribed Employer form. If after reporting to work an employee goes home sick, he/she will be allowed to use sick leave in one (1) hour increments.

(d) Extended Sick Leave

- (1) An employee who has completed the years of continuous service indicated below may receive such additional sick leave with pay as may be recommended by the employee's department head, and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of:
 - Fifteen (15) continuous years of service
 - Five (5) months in addition to the sick leave accumulated by such employee.

- (2) No credits for sick leave, personal leave or vacation shall be earned during periods of extended sick leave with pay, granted in accordance with this section.
- (3) Employees shall be eligible for the additional periods of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.
- (4) No extended sick leave with pay will be granted until all other accumulated leave time has been used.
- (5) No extended sick leave shall be granted to any employee unless and until said employee provides the County with a written prognosis from his/her Doctor stating that the employee will be able to return to work after the period of the leave. Furthermore, the County has the right to check further into any such leave request.

(e) Reporting Time

- (1) In institutions and in positions requiring replacement in case of absence shall be at least two (2) hours before the start of the employee's assigned hours of work.
- (2) In all other situations, the time for reporting absence shall be at least (20) twenty minutes before the start of the employee's assigned hours of work.
- (3) The employee shall report such absence to his supervisor designated by his department head for such purposes.
- (4) In case of failure to report within the required time limits, the absence may be deductible from sick leave and shall not be considered as time off without pay in the discretion of the employee's department head or designee.
- (5) Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure for the Reporting of Absence Under the Sick Leave Provisions" issued by the Department of Personnel as amended by the Commissioner from time to time.
- (6) A certificate or affidavit, showing incapacity and inability of the employee to perform his/her duties issued by the attending physician, shall be filed with the Department Head or designee in case of absence of more than four (4) consecutive work days. The Department Head or designee may check further on any illness regardless of certificate or affidavit.
- (7) If an employee fails to submit proof of illness to the Commissioner when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.

- (8) If an employee is on sick leave and the appropriate form is not received by the Department of Personnel through no fault of the employee, such employee shall be paid as if such form had been received.

(f) Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absences are such that the Employer has reasonable grounds to believe that an abuse of sick leave may exist, such employee will be notified of such suspected abuse and thereafter may be required, for up to a year following the day of each notice, to submit a satisfactory doctor's Certificate or affidavit indicating the specific nature of the disability and its duration to the Department Head or designee before such absence may be charged against the employee's accumulated sick leave balance. The Union will work cooperatively with the Employer to reduce and prevent abuses of sick leave.

(g) Reinstatement of Sick Leave

When an employee is reinstated into the same position or re-employed in the Employer Bargaining Unit within one (1) year following resignation or two (2) years of layoff, sick leave credits accumulated at time of resignation or layoff shall be restored.

(h) Medical or Dental Visits

(1) If an employee is required to make visitations during working hours, as shall be determined by the employee's Department head or designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or designee. Such absence may be deducted from accumulated sick leave in units of not less than one (1) hour.

(2) An employee will also be able to utilize sick leave units of not less than (1) one hour if it is necessary for said employee to accompany a member of his/her immediate family to a medical or dental visit. All procedures set forth in subdivision one above will apply to these instances also.

(3) Utilization of sick leave pursuant to this section shall not exceed a total of fourteen (14) medical or dental visits in a calendar year.

(i) Criminal Assault

In the event that an employee is necessarily absent from duty as a result of an assault reported immediately after its occurrence upon his person during the course and in the discharge of his/her job responsibilities and duties for the Employer resulting in an injury for which the New York State Worker's Compensation Board has allowed benefits as an occupational injury, such employee shall receive up to the first month of such absence with full pay and benefits, without use of any sick leave credits. Thereafter, he/she shall have all accrued sick leave credits necessarily used, during such absence restored upon his/her return to duty.

(j) Worker's Compensation

(1) Restoration of sick leave used in lieu of Worker's Compensation Benefits. After an employee injured on his/her job has been awarded benefits by the New York State Compensation Board and if the injured employee had used "sick leave previously accumulated", a partial restoration of such unused sick leave shall be computed as follows:

(2) Amount of W.C. Weekly Indemnity repaid to the Department -- Actual Gross Salary for same period of time x the number of days' sick leave used = number of days to be restored via notification from Comptroller.

(3) In certain cases where specific injuries or special awards as made on other than the normal two-thirds of weekly wages (subject to maximum benefit prescribed by law) the same formula shall be applied after the formal award of such benefits he/she been presented to the Employer. The Worker's Compensation Law requires an employee to be off at least ten (10) working days after the date of injury to be eligible for full benefits thereunder.

(4) Any employee absents from work due to a compensable injury certified by the New York State Worker's Compensation Board shall be granted extended sick leave under Section 10.3 if the employee meets the continuous service requirements. Upon Exhausting all leave credits under Section 10.3, the Employer will extend health insurance benefits for a maximum of twelve (12) months, provided the employee continues to be certified as disabled by the NYS Workers' Compensation Board.

(5) Employees will accumulate seniority and benefits, except personal leave days while off on certified workers' compensation. Employees may use any or all accumulated sick days at the employee's option.

(6) In situations where an individual in this bargaining unit is on paid sick leave and is later determined to be eligible for unemployment insurance, this collective bargaining agreement shall not be construed as providing with simultaneous continuation of paid sick leave benefits.

(k) Upon retirement, the employee shall continue the same health insurance option in effect on the date of retirement and shall have the health insurance benefits provided in Article 14.

(l) Effective January 1, 1993, employees who retire with ten (10) years or more of Employer service shall be eligible for the following:

(1) Sick leave payout. Employees who retire with ten (10) years or more of County/ECMCC/ECC service shall be eligible for a sick leave payout for sick leave hours accumulated. If 1800 or greater hours accumulated, Five Thousand

Dollars (\$5,000). If 1200-1799 hours accumulated, three thousand dollars (\$3,000). If 800-1199 hours accumulated, two thousand dollars (\$2,000). Payment may be via separate check.

(2) Sick Leave Incentive. Employees will become eligible for the initial sick leave bonus of Three hundred dollars (\$300) the first pay after the maximum of eighteen hundred (1800) hours is reached.

(3) Additionally, employees shall be eligible for a two hundred dollars (\$200) annual payment(s) for calendar years where they maintain the maximum sick leave accumulation and use forty (40) or fewer hours of sick leave.

(m) Employees who have submitted their notice of intent to resign or retire shall be ineligible to use sick leave unless or until such request is accompanied by a written doctor excusal from work. Employees who fail to provide such written excuse shall be docked for all time absent during such period.

10.4 Personal Leave

(a) Full time permanent employees including provisional personnel will become eligible for and receive four (4) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding years of employment providing, they are on a compensable salary and wage basis for at least (6) six months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

(b) Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted by this Agreement.

(c) In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filled by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is for four (4) and three (3) working days in advance when the request is for three (3) days or less. Personal leave days requested for immediately before or immediately after a holiday may be denied due to staffing or operational needs. There shall be no restrictions on when this leave is to be taken unless stated in this Article. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the department head. All requests must receive approval of the employee's immediate supervisor or department head and shall not be granted in less than one (1) hour increments.

(d) In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

10.5 Bereavement Leave

An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparent, grandchildren, parent-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, stepchildren or other relative who is an actual member of the employee's household) upon submission of sufficient proof to the employer, shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay. An employee who has a death of a stepparent or a foster child shall be allowed one (1) day off with pay to attend the funeral.

10.6 Jury Duty Leave

On proof of the necessity of Jury Service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees.

10.7 Military Leave

Any employee who is required to render ordered military or naval duty, or to attend a training program or perform other duties under United States or New York State supervision, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) days pursuant to the Military Law.

10.8 Emergency Closings

In the event the County Executive declares the closing of certain County facilities and /or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions or to his/her cause beyond the County's control, the resulting time off from work shall be treated as follows:

(a) If such declaration is before 8:00 a.m., the County shall endeavor to use radio and T.V. stations in the Buffalo area to announce such declaration.

(b) Any employee who is prevented from coming to work because of an emergency closing of the facility or building in which he/she works, will not be required to charge such absence to any accumulated leave balance.

(c) If such declaration is made after the employee's first three and one-half (3.5) hours of actual work, the employee shall suffer no loss in pay nor be required to charge any time off from work as a result of such closing.

(d) In the event the above conditions prevent any employee from reporting to work on time, such tardiness may be excused by the head of the department and employees may be dismissed prior to their regular quitting time. In the event of the inability of employees to report for duty because of storms or other uncontrollable conditions, the department

head shall grant employees time off with pay, such pay to be charged at the employee's option from any accumulated leave time.

(e) Should the County Executive and the department head approve any of the actions in this sections in one (1) or more than one facility, operation, service or department, such approval or approvals will be based on the individual conditions and will be independent of any other facility, operation, service or department in the County.

10.9 Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations by the Civil Service Commission, for positions within the Employer's service.

ARTICLE 11 LEAVE OF ABSENCE WITHOUT PAY

11.1 Application for Leave Without Pay

(a) Application for leave of absence without pay for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form, with the head of his department. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the Head of the department, the application shall be submitted to the Commissioner of Personnel, and leave of absence shall be granted only when finally approved by the Commissioner of Personnel. It is understood that such employee will be permitted to return to the same class title with in the same department.

(b) A leave of absence without pay may be approved by a department head providing such leave does not exceed fourteen (14) days.

11.2 Maternity Leave

(a) Employees who are unable to perform the duties of their positions because of pregnancy may use sick leave for the period of disability certified by their personal physician. In the event that sick leave is exhausted prior to the employee's ability to return to duty, a Request for Leave of Absence on the regular PO-18 form should be submitted to cover the additional period of disability indicated by period of leave requested and shall be substantiated by a statement completed by the employee's personal physician.

(b) Substantiation of Request for Sick Leave or Leave Without Pay for Pregnancy. A certificate is required from the employee's personal physician specifying:

- the date that the employee is no loner able to carry out all normal assigned duties.
- the expected date of confinement, and

- the date the employee may return to duty shall accompany the request whether it be for sick leave (form PO-19) or for leave without pay (form PO-18). In those instances, where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without both the PO-19 and PO-18 should be completed at the same time, and the above certificate used to substantiate both requests.

(c) At the request of the employee, and after receiving the recommendation of the department head, the Commissioner of Personnel or designee may grant extensions of any leave of absence without pay in accordance with this section.

11.3 Leave Without Pay Because of Extended Illness

When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his/her position, or if the attending physician has recommended a period of rest and convalescence, the Department Head shall grant leave of absence without pay for a period not to exceed one (1) year subject to the approval of the Commissioner of Personnel and subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

11.4 Leave for War Work

A permanent employee may, in the discretion of the Department Head, and with the approval of the Commissioner or Personnel be granted a leave of absence without pay for a period of time not to exceed one (1) year, to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the discretion of the Department Head, and with the approval of the Commissioner of Personnel may be renewed for additional periods, not exceeding one (1) year in each instance without requiring such person to return to his/her position in the Civil Service between successive leaves; provided, however, that no such renewal of a leave of absence without pay shall extend beyond six (6) months after the termination of the war.

11.5 Education Leave for Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay subject to the approval of the Commissioner of Personnel for the period of such education, or training or vocational rehabilitation, provided that the attendance of veteran is required at times that will preclude employment in his position. Such leave of absence shall not exceed beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated to his position, provided he/she makes application for such reinstatement within a sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the Department Head.

11.6 Leave of Absence for Educational Purposes

On the approval of the Department Head and the Commissioner of Personnel, permanent employees may be granted leave of absence without pay for a period of one (1) year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position or will increase his/her qualifications for promotion within his department.

11.7 Leave of Absence to Serve Another Position in the County Service

Leave of absence without pay may be granted by a Department Head to a permanent employee to serve temporarily or provisionally in another position in the classified class.

11.8 Leave of Absence to Accept Employment Outside the Employer's Service

Leave of absence shall not be granted to an employee to accept employment outside the Employer's service, except an employee elected or selected by the Union to perform Union work which takes the employee away from his employment with the Employer. Such employee, upon the written request by him and the Union, submitted twenty (20) days prior to the commencement of the leave, may be granted a leave not to exceed three (3) months, without pay, by his/her Department Head, work permitting and upon the approval of the Director of Labor Relations. Such leave may be renewed upon a written request from the employee and the Union may be subject to the above approvals. The number of employees on such leave will not exceed three (3) employees at any one time.

11.9 Leaves for Other Reasons

Leave of absence without pay, for reasons other than those cited in this provision, shall be granted by the Department Head only in unusual circumstance, which in the judgment of the Department Head justifies the granting of such leave, shall be submitted to the Commissioner of Personnel, and the granting of such leave shall be subject to the approval of the Commissioner of Personnel.

11.10 Political Leave

Any employee who is elected or appointed to an elective office or who is appointed to a non-elective public office not to exceed four (4) years, shall be granted leave or leaves of absence without pay by the Department Head subject to the approval of the Commissioner of Personnel provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to. Leaves of absence to non-elective public office may be only granted for periods of one (1) year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-employer position.

11.11 Adoption Leave

In case of legal adoption under article seven (7) of the Domestic Relations Law, leave shall be granted where the adoptive child is required to reside with the adoptive parents

for at least six (6) months prior to an order for adoption being made. In such cases, leave shall be granted for six (6) months commencing from the date the adoptive child begins actual residence with the adoptive parents. Such leave must be applied for, in writing, including legal notices, no later than ten (10) working days prior to the commencement of leave.

ARTICLE 12 EMPLOYMENT OPPORTUNITIES

Any permanent employee shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally for trial periods, or for periods necessary to qualify for permanent appointment of a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

ARTICLE 13 RETIREMENT PLAN

Effective January 1971, Erie County adopted the retirement plan commonly known as "The Career Retirement Plan", which provides the following:

- (a) Crediting unused sick leave to accumulated service on retirement up to a maximum of 165 days;
- (b) Subject to availability, the right to purchase up to three (3) years credit for military service during World War II.
- (c) The right to transfer credits within the system for a period of one (1) year;
- (d) The right to repay contributions while in the service where the previous right has elapsed.
- (e) New guaranteed death benefits of three (3) times the maximum salary or \$20,000.00 whichever is the lesser;
- (f) "New Improved Career Retirement Plan", Section 75-I of the New York State Retirement and Social Security law.

ARTICLE 14

HEALTH INSURANCE

14.1 ACTIVE HEALTH INSURANCE

Employees shall have a choice among four (4) insurance products; Core Plan, Enhanced Plan, Value Plan or the Bronze Plan. Employees hired prior to 1/1/2018 shall have the Core Plan as their base plan. Employees shall make financial contributions for health insurance as follows:

(a) ACTIVE HEALTH INSURANCE - HIRED PRIOR TO 10/23/2009

For Employees on Erie County payroll PRIOR to (10/23/2009) who remain enrolled as a primary insured on a single or family coverage health insurance plan shall be Required to pay 15% of annual Core premium increases commencing January 1, 2011. If the employee opts for the Value Plan they shall be required to pay 15% of the annual Value Plan increases commencing January 1, 2011.

(b) ACTIVE HEALTH INSURANCE - HIRED BETWEEN 10/23/2009 AND 1/1/2018 Employees hired BETWEEN 10/23/2009 and 12/31/2017 shall be required to pay 15% of annual Core premium costs. If the employee opts to select the Value Plan they shall be required to pay 15% of the annual Value Plan costs.

(c) ACTIVE HEALTH INSURANCE - HIRED ON OR AFTER 1/1/2018

Employees hired on or AFTER 1/1/2018 will pay 15% of the Value Plan premium and the full monthly cost of the difference between the Enhanced or Core plan, if selected, and the Value plan. Additionally, these employees shall Pay a contribution equal to 15% of the Value plan.

(d) Employees hired prior to 1/1/2018 who select the Enhanced Plan or any successor there- to shall continue to pay the difference between the full monthly cost of the Core Plan and the full cost of the Enhanced Plan. Additionally, these employees shall pay a contribution equal in amount to those employees who select the Core plan, as specified in Section(a)these employees shall not be required to pay the full cost of the Enhanced Plan.

(e) For employees hired prior to 1/1/2018 and who select the Value Plan or any successor thereto shall be entitled to participate in a 105-H account. Employees who choose the Value Plan and participate in the 105-H account shall have deposited thereto, by the Employer, an amount equal to fifty percent (50%) of the difference between the full monthly premium costs of the Core Plan and the Value Plan in an I.R. S. Section 105-H account. Monies are deposited on a bi-weekly basis and shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County. In the event of employee termination, any remaining funds after claims filed through the date of termination have been processed revert to the employer.

(f) The Bronze plan will be offered to all employees at no employee Contribution.

(g) Employees shall bear the expense of their respective contribution obligation, through bi-weekly payroll deductions, of any amount in excess of the Employer's respective contribution.

(h) Employees may be required to submit written proof of family status.

14.2 Retiree Health Insurance:

Retirees shall have the choice between two (2) Pre-65/Pre-Medicare Plan Options; the Core Plan (POS 203) and Option D (PPO 812) and four (4) Post-65/Post Medicare Plan Options; Option A (Senior Blue 402), Option B (Senior Blue 401), Option C (Forever Blue PPO aka PPO 201) and Option D (PPO 812). Retirees shall make financial contributions for health insurance as follows:

(a) Hire date prior to January 1, 2004 and having remained continuously employed at Retirement: Retiree shall not be required to contribute to Core plan (POS 203). If Option D plan (PPO 812) is selected, retiree pays premium amount in excess of the full Core Plan (POS 203) premium.

(b) Hire date January 1, 2004 through October 22, 2009, and retired with less than 30 years of continuous County Service at Retirement:

Pre-65, Pre-Medicare Retirees - Retiree contribution 50% of Core plan (POS 203), if Option D (PPO 812) is selected, retiree pays premium amount in excess of 50% of Core POS plan.

Post-65, Post Medicare Retirees - Retirees are required to purchase Medicare Part B. Retirees may select from three (3) Medicare Advantage plans at 50% premium contribution. If Option D (Core PPO 812 Plan – Out of Area Plan) is selected, retiree pays difference in premium between 50% of the highest cost Medicare Advantage Plan and the Option D premium.

(c) Hire date January 1, 2004 through October 22, 2009, and retires with 30 or more years of continuous County Service at Retirement:

Pre-65, Pre-Medicare Retirees - Retiree contribution of 25% of Core plan (POS 203), If Option D is selected, retiree pays premium amount in excess of 25% of Core plan (POS 203).

Post-65, Post Medicare Retirees - Retirees are required to purchase Medicare Part B. Retirees may select from three (3) Medicare Advantage plans at 25% premium contribution. If Option D (Core PPO 812 Plan – Out of Area Plan) is selected, retiree pays difference in premium between 25% of the highest cost Medicare Advantage Plan and the Option D premium.

(d) Hire date on or after October 23, 2009

Pre and Post - 65 plans are made available to retirees and their eligible family members at 100% of the total premium costs.

14.3 Health Insurance Waiver

County Employees eligible for medical and dental insurance may waive coverage and receive a cash payment in lieu-of the benefits. The amount payable to employees who waive health insurance coverage shall be \$150.00 per month for single coverage and \$300.00 per month for family coverage. However, where such employee is or is eligible to be covered by another County employee, no waiver payments shall be due.

14.4 Leave Credits at Retirement

Employees who notify the Employer of their retirement and who do so retire, upon such retirement shall be paid for any personal leave days which have not been used as of the effective day of retirement.

14.5 Dental

The Employer shall provide the Dental Plan with 100% orthodontia and 100% prosthetics coverage for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay the full cost of single coverage and 90% of the cost of family coverage up to the annual allotment.

ARTICLE 15 WAGES

15.1 New Appointments

(a) New Hires. An employee appointed to a position in a class title shall be paid at the Probationary rate of the class as appears in the classification, salary and wage schedule set forth in the appropriate appendix/table of this Agreement.

(1) Employees hired prior to January 1, 2010: Upon completion of a probationary period of up to 26 weeks of work, employees shall be moved to the first step of the applicable class as appearing in the classification, salary and wage schedule set forth in the appropriate appendix/table of this agreement.

(2) Employees hired on and after January 1, 2010: Upon completion of their probationary period of up to 26 weeks, employees shall be eligible to move to the next step on the earlier of January 1 or July 1, following completion of six (6) months of actual service.

(b) Except as provided in Section 15.1(a) (ii), supra, for the purposes of computing an employee's eligibility to move to the step two (2) wage increment, employees shall be credited with time worked at both the probationary rate and at the step one (1) rate. It is agreed and understood that payment throughout the incremental system will comply with Section 15.7, hereof.

15.2 Promotions

(a) An employee, promoted to a position in a higher job group, shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than: \$150.00 YEARLY for promotions to Job Groups two (2) through five (5). \$200.00 YEARLY for promotions to Job Groups six (6) and higher, above the salary paid to the employee at the time of the promotion.

(b) For hourly employees not associated with a particular job group, the following will apply. Promotions to the below listed positions will utilize the \$150 rule when computing the increment step at which the employee will be appointed.

Watch Attendant – Highway
Park Maintenance Worker I
Laborer – Forestry
Laborer – Highway

(c) For the below listed titles, promotions will be made at the increment step which is closest to but not less than \$200.

Park Maintenance Worker II
Motor Equipment Operator
Park Maintenance Worker III
Shovel Operator
Blacksmith
Crew Chief (Highway, Forestry)
Auto Mechanic (Highway, Parks)
General Crew Chief (Highway, Parks)

(d) An employee who is promoted after reaching step five (5) or any of the longevity steps of any salary group shall be promoted to the new salary grade in the same step or longevity such employee was in at the time of promotion.

15.3 Demotions

A permanent full-time employee who accepts appointment to a position that is in a job group of the position in which he is serving shall upon appointment to the lower position receive a salary or wage rate at the increment step in the salary or wage rate in the lower job corresponding the increment step reached in his/her former position.

15.4 Reinstatement

(a) A permanent full-time employee covered by the Agreement who has been laid off and subsequently reinstated to the same job in accordance with the provisions of this Agreement shall be reinstated at the same salary or wage step he/she was at the time of layoff.

- (b) A permanent full-time employee who has resigned and is subsequently reinstated pursuant to the appropriate provisions of this Agreement (to the same job) shall be reinstated at the same salary or wage rate at the increment level he/she would have reached had he/she continued to serve continuously in that position.

15.5 Reallocation

Upon the reallocation of a class of positions to a higher job group, the employee or employees serving in the reallocated positions shall receive a salary or wage at the increment step in which the higher job group that corresponds with the increment step in which they were serving in the lower group.

15.6 Reclassifications

When an employee's class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions

15.7 Increments and Increment Periods

- (a) The regular increment dates for employees covered by this agreement shall be either January 1 or July 1, providing they have the required period of actual service.

- (1) Employees hired prior to January 1, 2010: Employees appointed or promoted to a position shall be eligible for their first increment after six (6) months of actual service on January 1 or July 1, as the case may be. Employees will be eligible for successive increments on a yearly basis from that January 1 or July 1. In cases of reinstatement, eligibility for an increment must total a year of actual service.

- (2) Employees hired on and after January 1, 2010: Upon completion of their respective probationary period, employees shall be eligible to move to their first step wage Increment on the earlier of January 1 or July 1, following completion of six (6) months of actual service. Employees shall be eligible to move to the next successive wage Increment step on the earlier of January 1 or July 1 the following years. In cases of reinstatement, eligibility for an increment must total a year of actual service.

- (b) All employees shall be eligible for and automatically granted increment steps two (2) and three (3). Employees shall be eligible for and granted increment steps four (4), five (5) six (6) and seven (7) based on merit.

- (c) In computing increment eligibility, when appointments are made on January 1st or July 1st, and the day falls on a holiday or nonscheduled work day, the increment period will include these days.

(d) Because of payroll procedures that enable the Employer to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all time coincide. In such cases the increment credit is the first day of the respective pay period during which January 1st or July 1st falls.

(e) Leaves without pay over three (3) months shall constitute an interruption of continuous service for computing yearly increments. Employees receiving flat salaries and those employees in seasonal or non-regular employment are excluded from these salary rules.

15.8 Temporary Assignments

(a) An hourly employee temporarily assigned to a higher level position for four (4) continuous hours or more, in the work day shall be paid the wage rate established for Such higher position for hours actually worked beginning with the 5th hour.

(b) An employee other than hourly, temporarily assigned to a higher level encumbered position not in excess of thirty (30) continuous days as prescribed by the Civil Service law, shall not be eligible for a salary increase. However, effective on the 31st day of such temporary assignment, the employee shall be paid at the new rate until his/her return to his/her prior assignment. A person temporarily promoted to a position held permanently by an employee on authorized leave shall be paid the salary for the higher position.

(c) Temporary job openings in regular encumbered positions are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.

(d) Temporary job openings in higher classifications shall be filled by Employer assignment or reassignment, and the assignment shall be made on the basis of seniority and qualifications before a new employee or temporary is hired. For hourly employees only, temporary assignments to higher job classifications shall be made in each location to replace the employee who is temporarily assigned to the higher job classifications. It is understood that this does not apply to temporary assignments which may have to be made during the shift.

(e) An employee in the non-competitive or labor class temporarily assigned to a higher level encumbered position not in excess of fifteen (15) continuous work days shall not be eligible for a salary increase. However, effective on the 16th day of such temporary assignment, the employee shall be paid at the new rate until his/her return to his/her prior assignment.

(f) When a supervisor, within one-half hour prior to the start of a shift, is aware of the necessity to assign an employee to duties in a lower job classification for the entire shift, such assignment shall be made in the following manner:

- (1) Supervisor shall decide from which job group the employee will be selected to work in the lower job classification.
- (2) Whenever practical, the least senior employee from the higher job group will be selected to work in the lower job classification for that shift.
- (3) Grievances concerning this section (15.8) (f) shall be processed through second step only.

15.9 Leaves of Absence

(a) Military Leave, pursuant to Section 243 of the Military Law shall be deemed actual service.

(b) Other leaves without pay over three (3) months shall constitute an interruption of continuous service for computing yearly increments.

15.10 Exclusions

Employees receiving flat salaries and those employees in seasonal or non-regular Employment are excluded from these salary rules.

15.11 Pay Period

(a) The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the pay day. Every effort shall be made to pay the second and third shift, a day previous to the first shift employees.

(b) The Employer will make every effort to include on each employee's paycheck the remaining accrued balance of vacation, personal leave time, compensatory time and sick leave time.

15.12 Shift Differential Pay

Effective January 1, 2000

Employees who work the second and third shift shall be paid a shift differential of 0.85 cents per hour.

15.13 Wage Schedule (SEE ATTACHMENT B)

15.14 Longevity Pay

(a) An employee shall be eligible for the first longevity increment after reaching the maximum step (Step 7) and a minimum of five (5) years actual service at the maximum increment step of the job group.

(b) All employees receiving the first one-half longevity increment for a period of four (4) continuous years in the same step will receive a second longevity increment.

(c) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a third longevity increment.

(d) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a fourth longevity increment.

(e) In computing longevity increment eligibility, when appointments are made on January 1st or July 1st, and the day falls on a holiday or non-scheduled work day, the increment period will include these day.

(e) Because of payroll procedures that enable the Employer to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1 or July 1 falls.

(f) **Longevity – Effective January 1, 2000:** An additional longevity step will be created (Step E). Eligibility for this step after three (3) years in previous step. All other steps remain at four (4) years.

(g) **Longevity - Effective January 1, 2001:** The years between all longevity steps A through E will be reduced to three (3) years.

ARTICLE 16 OVERTIME WORK

16.1

(a) Overtime work shall be distributed equally to employees working within the same job classification within a department or unit subdivision. The distribution of overtime shall be equalized over a three (3) month period beginning on the first day of the calendar month following the effective date of this Agreement.

(b) Parties hereto agree to negotiate a procedure whereby overtime canvassing at ECMCC shall be on the basis of cost code, not department. For ECMCC employees only, overtime work shall be distributed by exhausting an overtime wheel containing names of employees working within the same job classification within a department or unit subdivision arranged by seniority. Once an overtime shift is accepted by an employee, an obligation to work the entire shift is required, unless released early. An employee must provide notice to their supervisor of the cancellation of an accepted overtime shift at least two (2) hours prior to the start of the overtime shift. If an employee does not provide such two (2) hours' notice, the employee shall not be canvassed for overtime sixty (60) days thereafter.

16.2 On such occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit will be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work or until such list is exhausted, whichever is sooner. This procedure does not apply to ECMCC employees.

(a) MANDATORY OVERTIME It is agreed and understood, however, that in the event of an emergency or upon exhaustion of such overtime list overtime shall become mandatory and shall be assigned beginning at the start of such overtime list (employee with the least number of overtime hours in the job classification within the department or unit subdivision to his credit) until the overtime manpower needs are met. Under such mandatory conditions, overtime may not be refused. Any such refusal shall be grounds for disciplinary action.

16.3 A record of the overtime hours worked by each employee shall be posted on the department bulletin board no later than one week after the end of each payday.

16.4 All employees shall be paid at their straight time hourly rate plus one-half their hourly rate for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours per week. Excluded from computation of forty (40) hours per week to be included for purposes of the overtime premium of one-half is all sick leave and personal leave. If weather conditions cause overtime work, such overtime shall be paid at time and one-half regardless of sick or personal days used during the week. It is agreed and understood that there shall be no pyramiding of overtime.

16.5 Any employee required to work four (4) hours of overtime following his/her regular full shift shall receive a fifteen (15) minute preceding break. A similar fifteen (15) minute break shall be provided preceding each subsequent four (4) hour period of overtime to be worked. Such break(s) shall be deemed as time worked for overtime purposes.

16.6 An employee will not be sent home during his regular scheduled shift for the purpose of being recalled to work on another shift which begins at the end of the employee's regular work shift.

16.7 All cash payments for overtime shall be made not later than the next regular payroll check.

16.8 There shall be no discrimination against any employee who declines to work overtime, except where such overtime is mandatory.

16.9 COMPENSATORY TIME

(1) Employees may annually request in writing to be provided compensatory time in lieu of cash payment for overtime worked. This written request shall be filed with the employee's department head annually by January 1st of that year. Compensatory time earned, may be taken in no less than one (1) hour increments and upon the prior approval of the employee's department head or designee. Each employee that opts to take compensatory time in accordance with this section, shall accumulate compensatory time at the rate of time and one-half (1.5) for each hour or part thereof worked. The maximum number of accumulated overtime compensatory hours that may be banked by an employee at any one time is eighty (80) hours. Once the employee's compensatory bank reaches eight (80) hours, he/she shall be paid in cash for each hour(s) or part thereof worked above the maximum amount of allowable accrued compensatory time.

(2) As an employee uses the compensatory time in his/her compensatory bank under this section, his/her bank will fall below the maximum eighty (80) hours. When this occurs, he/she shall accumulate compensatory time for each instance the employee works overtime until the maximum of 80 hours is reached. Each time the maximum is reached, he/she shall be paid in cash as set forth above. Any unused compensatory time shall be rolled over into the following year.

(3) Employees may request in writing and provide to their department head or designee to revert back to cash payment for overtime hours worked once a year regardless of compensatory hours in their bank. These Employees will no longer receive compensatory time for that year. Once the request is made the County shall make overtime payments at the rate of time and one-half (1.5) for each hour or part thereof worked no later than the next pay period. The Employee will not be eligible again for compensatory time until the following year when the appropriate request is filed with the employee's department head.

16.10 Effective January 1, 1991, employees who work overtime more than four (4) hours into the next shift shall receive the appropriate shift bonus for all hours worked on that shift. It is agreed that, in any department or division where the shift bonus is paid for all such overtime work, that practice shall continue.

ARTICLE -17 JOB POSTINGS

17.1 All Permanent vacancies, after the exercise by the Employer of its right to reassign employees throughout the Employer's facilities which will not be made in an arbitrary and capricious manner, shall be posted at least ten (10) days prior to filling of such position in all functional units of the Employer. In the event the Employer elects to exercise its right to reassign an employee in the same job title for a period in excess of twenty (20) consecutive work days, and should such reassignment cause a change from one work location to another, the employee so reassigned will be the least senior employee in the job title, capable of

performing the work, from the work site selected by management. Upon deciding to reassign an employee under this section (17.1), the supervisor will post notice of the transfer at the location involved, for the minimum of five (5) days prior to the transfer. If the least senior employee must be transferred during five (5) days, and should a more senior qualified employee indicate his desire to be reassigned, the more senior employee shall be reassigned and the less senior employee shall return to his original location. If a more senior employee, in the same job title, capable of performing the work volunteers, he/she shall be so transferred. It is agreed and understood that this section does not apply to a physical change of work location less than five (5) miles.

17.2 POSTED VACANCIES shall be filled in the following order of precedence:

(a) The exercise of any **Shift Preference** rights provided for in this Agreement Under Article 21.

(b) The exercise of any change in job and work location rights as provided for in Article 20 **Transfers** of this Agreement provided that the employee has greater seniority than any employee with **RECALL** rights, as provided for in Article 19, and **PROMOTIONAL** rights as provided for in Article 18. Employees must meet the requirements and qualifications of Article 18.2 of this Agreement to be eligible for filling vacancies according to this paragraph.

(c) In the event the aforementioned procedures do not result in the filling of the position, and all things being equal as compared to any non-bargaining unit candidates, qualified employees from the bargaining unit who have submitted application shall be considered for said promotion first. The Employer shall notify the Local Union Office of all applicable vacancies, and it shall be the obligation of the Union to post and advertise such vacancies to the members of the Bargaining Unit outside of eligible divisions as describes in subsection (b) herein. In order to qualify for consideration, Bargaining Unit Members shall be subject to the ten (10) calendar day application period that governs internal applications from the division.

17.3 It is agreed and understood that the procedures set forth in this Agreement for filling a permanent vacancy must be exhausted prior to the Employer filling such positions with individuals outside of the bargaining unit.

17.4 The President of the Local shall receive copies of all job postings.

ARTICLE 18 PROMOTIONS

18.1 Whenever an opportunity for promotion (advancement of an employee to a higher paying position) occurs as a result of a permanent vacancy in a bargaining unit position or the creation of a new position in the bargaining unit after exhaustion of management's right of reassignment, shift preference and rights under Article 20 of this Agreement, the Employer shall use the following procedure:

(a) Competitive Class Positions – The Employer shall promote to competitive class positions pursuant to New York Civil Service Law, as amended from time to time. All exam announcements shall be posted pursuant to law with copies given to the President of the Local Union as soon as practicable prior to the posting of such notices.

(b) All other positions – A notice of the permanent vacancy shall be posted on appropriate bulletin boards throughout the recognized division of a department in which such vacancy exists for at least ten (10) calendar days prior to filling such vacancy. During this period, employees within such division may apply for promotion to the position. The application shall be in writing and shall be submitted to the employee department head or his designee.

The notice shall include the following:

- Job Title
- Rate of Pay (Job Grade)
- Description of Duties
- Work Location and Current Work Schedule
- Minimum qualifications listed in the general job description for the vacant job title as established by the Erie County Personnel Office.
- Specific skills, knowledge and abilities required for that particular vacant position which are not inconsistent with the general job description.

18.2 Appointments to the vacancies so posted shall be on basis of seniority among those submitting bids who have skills, abilities and qualifications to perform the work. The determination of an employee's skills, abilities and qualifications to perform the work shall be the sole right and responsibility of the Employer, which shall not be exercised in an arbitrary or capricious manner, as measured against the following considerations:

- Has the physical qualifications to do the work;
- Meets or exceeds the skills, knowledge and abilities required which are listed in the notice of vacancy for the specific position and the minimum qualifications listed in the general job description for the vacant job title as established by the Erie County Personnel Office;
- General qualifications including such factors as work performance record, conduct and attendance.

18.3 The President of the Union shall receive copies of all job postings.

18.4 A notice of those who apply and who is selected will be posted on the department bulletin board.

18.5 If no qualified employee bids for the position subject to any recall rights provided for in this Agreement, the Employer may fill such position within its sole discretion from any other source.

ARTICLE 19

LAYOFF AND RECALL

19.1 The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

19.2 Notice of Layoff – The Employer will give fourteen (14) calendar days' notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as a result of any applicable bumping procedure, whether under this Agreement or New York Civil Service Law.

19.3 When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employee.

19.4 When any other employee in the non competitive class, unclassified service or labor class is to be laid off, due to a reduction in the work force, he/she shall be permitted to replace an employee with less seniority. Such employee may, if he/she so desires, bump any employee in the same class title providing the bumping employee has greater seniority than the employee he/she bumps.

19.5 Layoff Procedure

(a) For Competitive Class, the layoff of permanent employees in the competitive class title will be governed by Section 19.3 above.

(b) For Non-Competitive Class, unclassified service and labor class positions:

(1) Before any permanent incumbent in any job classification is laid off in any department or institution, all part-timers, then temporary, then probationary employees in that department or institution in the same classification shall be first laid off in that order.

(2) Where there is a layoff in a specific classification (and no part-time temporary, provisional or probationary employees are involved), the employee with the lowest seniority in that classification shall displace an incumbent when the lowest seniority in the same classification first in that department or institution or second in that classification in the County of Erie.

(3) Where the employee is the least senior employee in a particular classification and consequently cannot bump anyone in that classification anywhere in the department or County, such employee, will be permitted to bump the least senior employee in his job family in the following order:

1. Within Job Family within the Department.

2. Within the Department for any Blue Collar title in which qualifications, etc. are met.

3. Within Job Family County wide.

(c) If such employee is unable to so bump, he/she shall be allowed to bump, provided he meets or exceeds the job specifications for the position and is qualified to perform the duties of said position and seniority permitting, the least senior employee holding a labor class bargaining unit position in Job Group 3. If such employee is unable to bump a less senior employee in Job Group 3, the above process shall be repeated for Job Group 2 and then Job Group 1.

(d) If this fails to produce a bumping opportunity for the laid off employee, he/she shall be permitted to bump a less senior regular part-time(RPT) employee in Group 1 providing he/she meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position.

(e)

(1) In the event an employee bumps another employee, the latter (bumpee) shall have the right to bump down within his/her job family within his/her department or institution providing he/she meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position, and seniority permitting.

(2) If unable to bump he/she shall be allowed to bump, provided he/she meets or exceeds specifications for the position in question and is specifically qualified to perform the duties of said position, and seniority permitting, the least senior employee holding a labor class bargaining unit position in Job Group 3. If such employee is unable to bump a less senior employee in Job Group 3, the above process shall be repeated for Job Groups 2 and 1 respectively.

(3) If this process fails to produce a bumping opportunity for such Employee, he/she shall be permitted provided he/she meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position, and seniority permitting, to bump a less senior regular part-time (RPT) employee in Job Group 1.

(4) The employee bumped as provided for in this paragraph will be laid off.

(5) The Employer will be liable for any error on a separation or layoff from the date of the error. If, however, the employee discovers the error and fails to file a grievance, the Employer will be liable only from the date a grievance is filed.

(6) Except as expressly allowed in Section 19.5(b)(3) and Section 19.5 (b)(4) of this article, there will be no lateral bumping into other job classifications in the same job group. Furthermore, no employee may bump an employee in a higher job group.

(7) Employees in competitive classifications can bump employee's in non-competitive classifications. In no event, however, can employee's in non-competitive classifications bump employees in competitive classifications.

19.6 Recall

Whenever a vacancy occurs in a class title within a department or institution, employees from that department or institution who are on layoff in that class title shall be recalled in accordance with Article 17, Section 2. If a vacancy occurs in a class title where no employee in that class title from the department has recall rights, then the laid off employee with the most seniority who formerly held a position at the same or higher job group than that of the vacancy, will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled and so on. Probationary employees who have been laid off have no recall rights. Recall rights for employees on layoff will expire two (2) years from the date of last layoff and competitive class employees in accordance with Classified Rules of the Civil Service.

ARTICLE 20 CHANGE IN JOB AND WORK LOCATION (Transfers)

(a) Following completion of one (1) year continuous service in the same position at the same work location, employees may make application, in writing submitted to his/her respective department head or designee, requesting an inter- or intra- department transfer to an equal or lower paying job at another work location. Applications may be submitted only in January or July of a respective calendar year.

- (1) Effective date of January transfers shall commence March 1st of the year of application.
- (2) Effective date of July transfers shall commence September 1st of the year of application.
- (3) Both January and July transfer list shall expire the last day in February of the following year.

(b) The employer shall compile a transfer list of all eligible applicants and once application is made, employees shall remain on such transfer list through the completion of the respective calendar year, unless the requested transfer is completed or reapplication is made.

(c) The transfer request application shall include all departmental forms, as required, and shall specify an employee's job and work Location preference, as well as the employee's name and current work location. Additionally, employees shall provide two (2) of the following (both of which the employer shall be required to contacting for the purpose of job canvassing): home telephone number, work telephone number, mobile telephone

number and Erie County email address. Employees shall be solely responsible for updating their contact information, as necessary.

(d) Employees shall have three (3) business days, commencing with the date of initial contact to accept transfer offers. Failure to accept within such time shall render an employee ineligible for the respective canvass.

(e) In the event that a permanent vacancy occurs and the employer determines to fill such vacancy, all eligible, current and qualified transfer applicants shall be canvassed in order of greatest seniority until the position is filled.

(f) Applicants must meet or exceed posted job specifications for the respective vacancy and must be specifically qualified to perform the duties of said vacant position and shall be subject to the procedures under Article 18.2 of this agreement. This includes applicants in the same job title as the vacancy who are not being paid the same salary grade as the vacancy.

(g) Transfers pursuant to this Section are subject to the rights and obligations made part of this Agreement at Article 17, Sections 17.2 (a) and 17.2(b).

(h) Nothing in this Section shall diminish the employer's right of reassignment.

(i) Employees who receive transfers pursuant to this Section shall be ineligible to apply for subsequent transfer for a period of one (1) year from date of transfer.

ARTICLE 21 SHIFT PREFERENCE

21.1 After one (1) year of continuous service in the same position on a particular shift, an employee may make an application in writing, on a yearly basis to be submitted during the month of January (on specified forms if provided) to the employee's department head or his designee requesting a change to another shift within the same recognized division of his department involving the same work duties and responsibilities. If, for some reason, an employee fails or is unable to submit the aforementioned application during the month of January, applications will also be accepted during the month of July.

Subject to management's right of reassignment, if a permanent vacancy occurs during the succeeding year (February 1 through January 31) or succeeding half year (August 1 through January 31) in such employee's job classification within the same recognized division of his department and involving the same work duties and responsibilities of the requested shift, such employee shall be transferred to that shift if the Employer determines to fill the position and maintain it on that shift. If two (2) or more employees have so requested the same shift, the one (1) with the greatest Complete Class Departmental Seniority, if applicable, or the bargaining unit seniority of an employee in a non-competitive or labor class position shall be given preference. Once an employee's shift has been changed pursuant to this procedure herein, he/she may not utilize this process again for one (1) year from the date of his/her shift change.

21.2 It is agreed and understood that the Local Union President and the Chairman of the Grievance Committee of the Union, if employees, shall be granted shift preference pursuant to Section 21.1 If a permanent vacancy occurs in their respective divisions and job classification involving the same work duties and responsibilities regardless of their seniority and/or length of service in a particular shift, when it is mutually determined by the County Labor Relations Director and the Local Union President that such a change of shift is necessary to better perform their union duties.0

ARTICLE 22 GRIEVANCES AND ARBITRATION

22.1 General

(a) It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of this Agreement and any Employer rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie.

(b) AFSCME representatives shall be permitted to participate in all activity and progress of any grievance in each stage through the final decision. All other labor organizations will be excluded from the grievance procedure involving the unit covered by this Agreement.

(c) No provision in this Agreement shall be interpreted to require AFSCME to represent an employee in any stage of the grievance procedure if AFSCME considers the grievance to be without merit or in contradiction of any law or regulation.

22.2 Definitions

(a) "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement and any Employer rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter which is otherwise reviewable pursuant to law, or any law, or any rule or regulation having the force and effect of law.

(b) "Day" refers to calendar day and not work day.

(c) "Work Day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

22.3 Rights of the Parties

(a) The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by other party at an arbitration hearing at least five (5) working days in advance of such hearing.

(b) The President of Local 1095 shall receive a copy of any written grievance and any decision rendered in the grievance procedure.

(c) The Employer, Union and/or grievant shall have the right to submit briefs to support or refute allegations of any party.

(d) The Union may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing.

(e) The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon the notice to the Employer.

(f) The grievant covered by the terms of this Agreement shall have the rights, if he/she so desires, to be represented by an AFSCME unit representative at any step of the grievance procedure subject to the provisions contained in 22.1(3) above.

22.4 Grievance Procedure

(a) **Step 1.** The employee (or the Union if there is a class action) aggrieved shall present his grievance in writing through his Union Steward or other authorized Union representative on a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement or personnel rules involved, and the relief sought to the employee's department head or designee within fifteen (15) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. At the written request of the employee through his Union Steward or other authorized Union representative, the department head or his/her designee, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within seven (7) working days after receiving such written request with the employee and his/her Union Representative, if the grievant so desires. If such a hearing is requested and if the grievant is refused such a hearing, the grievant may, in writing, request and will be granted the first step meeting by the division of Labor Relations, within ten (10) calendar days of the receipt of the request. The department head or designee or the Director of Labor Relations will render the required first step answer in writing within ten (10) working days of the receipt of the grievance or date of the hearing, whichever is later.

(b) **Step 1A.** Effective January 1, 1996 (ECMC only). If the employee or the Union is not satisfied with the disposition of the grievance at the proceeding step the authorized Union representative will meet with the representative of Human Resources in an effort to settle the matter. The same time limits are set forth in Step 1 of this procedure apply to this step.

(c) Step 2 If the employee or the Union is not satisfied with the disposition of the grievance at the preceding step, it is agreed:

(1) That the employee or the Union through the Union may appeal the grievance within ten (10) working days of the department head's decision in Step 1 to be considered by the County Labor Relations Committee and the Union Committee;

(2) That there shall be a regularly scheduled monthly meeting between the Union Committee and the County Labor Relations Committee on the second Wednesday of each month;

(3) That such grievance or grievances will be submitted to the Director of Labor Relations of the County by the President or his designee of the Local Union at least ten (10) days before the scheduled meeting reflecting such grievances which the Union desires to be considered at the meeting;

(4) That if the written agenda for the second step meeting is not submitted in a timely fashion, the parties shall attempt to schedule the second step meeting on an alternative date during the same month ten (10) days after submission of such agreement.

(5) That the Union Committee (as above mentioned) will consist of no more than two (2) representatives of the Union to be designated by the Union from the bargaining unit, that the County Labor Relations Committee will consist of no more than two (2) representatives to be designated by the County;

(6) That the County Labor Relations Committee will render its decision in writing within five (5) work days after the meeting is held.

22.5 Arbitration

(a) If the Union Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee, such decision may be appealed to arbitration within ten (10) days of disposition.

(b) The arbitrator may be selected from a panel of permanent arbitrators mutually agreed to by the parties.

(1) The permanent panel will consist of a minimum of ten (10) arbitrators.

(2) Assignment from the permanent panel will be made on a rotating basis and such rotation may not be altered unless agreed to by both parties.

(3) Either party shall have the unilateral right to terminate the entire panel of arbitrators or to delete the name of a single arbitrator from the permanent panel by giving thirty (30) calendar days' written notice to the other party.

(4) If the deletion of a particular arbitrator would reduce the permanent panel below the minimum number of ten (10) every effort will be made to replace the departing arbitrator within ten (10) calendar days.

(5) New arbitrators will only be added to the existing panel upon the written consent of both parties.

(c) In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.

(d) The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.

(e) The cost of any arbitration hearing will be borne equally by the parties of this Agreement.

(f) The decision of the arbitrator shall be final and binding on both parties.

(g) The arbitrator shall have no power of any nature whatsoever to amend, modify or delete any provisions of this agreement.

(h) In all cases, arbitration hearings shall be commenced within six (6) months of the date the grievance was moved to arbitration. If a hearing is not commenced within such six (6) months, the grievance shall be deemed settled in accordance with the County's second step answer. It is specifically understood, however, that this six (6) month period may be extended by mutual agreement in writing. Mediation/Arbitration: Parties will meet to develop a mediation/arbitration procedure that would become effective by July 1 2000.

ARTICLE 23

DISCIPLINE AND DISCHARGE

23.1 The Employer shall follow a policy of progressive discipline; however, this progressiveness shall not preclude the Employer from advancing discipline and disciplinary penalties. If the Employer has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The following procedures shall be used for disciplinary and discharge matters for misconduct or unsatisfactory work performance for all employees.

23.2 Warnings. For disciplinary actions up to but not including suspension or discharge (e.g. oral or written warnings) the employee, with the Union, may file a grievance under Article 22 (Grievance Procedure) of this Agreement.

23.3 Suspension and/or Discharge

(a) Employer Responsibilities

- (1) If the Employer determines that an employee should be suspended or terminated, such employee may be suspended or terminated depending on the circumstances of each case.
- (2) At the time of the notification of disciplinary action, the employee may request an appropriate union representative.
- (3) The notice of discipline will include a written statement of the reasons for the discipline.
- (4) The Employer will mail a copy of the notification of discipline to the local Union office within three (3) working days' after notification of termination, suspension or written reprimand is given to an employee.

(b) Union Responsibilities

- (1) Grievant may file a grievance, signed by the employee, postmarked within ten (10) working days exclusive of the date disciplinary action was taken, with the Director of Labor Relations for the County. Such grievance shall be in writing, signed by the employee, and shall set forth the basic reasons for contesting the discipline. Such grievance shall be treated as Step 2 grievance and shall be reviewed at the next second step grievance meeting between the parties.
- (2) Should an employee be suspended or discharged under the terms of this article, the employee or the Union may, at the time the notice of suspension or discharge is served, demand in writing a second step hearing within seven (7) work days with the Division of Labor Relations. The commencement of the suspension period or the effective date of the discharge may be delayed if the employee or the Union so request and the Employer agrees, until the meeting is held.
- (3) The grievant may bring a maximum of two (2) Union representatives from the bargaining unit to represent him/her at such hearing.
- (4) If the decision at the meeting with Labor Relations is unacceptable, the employee through the Union, may utilize the arbitration procedure as provided in this Agreement.
- (5) Failure to file a grievance within the time frame herein above specified or timely appeal to arbitration shall constitute acceptance of the disciplinary penalty and settle the matter without prejudice in its entirety. It is agreed and understood that such failure shall not constitute a

precedent prohibiting the challenge of future similar disciplinary action taken against other employees under similar circumstances.

(6) Upon written application by the employee, Union or Employer postmarked five (5) working days prior to the scheduled date for the arbitration hearing of a discharge or discipline case, the arbitrator shall have the authority and shall order that the arbitration hearing shall be held in private.

(7) An employee found to be unjustly suspended or discharged, or that his penalty was too severe, shall be reinstated and compensated for all, part or no compensation for lost time, as may be determined by the arbitrator.

(8) Records of disciplinary action will remain in the employee's personnel record, but oral and written warnings will not be considered in future disciplinary actions for the same offense after a period of three (3) years. If an employee elects not to grieve an oral or written warning, such oral or written warning shall be removed from the employee's personnel file after a period of eighteen (18) months.

(9) An employee should not be disciplined for acts or failure to act after One (1) year of when the employer knew or reasonably should have known of the occurrence giving rise to the disciplinary action, unless such acts or failure to act constitutes a crime under Federal or New York State law.

ARTICLE 24

PROBATIONARY PERIOD

(a) Every permanent appointment to a permanent position from an open competitive list and any appointment and promotional appointment to a position in the non-competitive or labor class, shall be for a probationary period term of not less than eight (8) nor more than twenty-six (26) weeks.

(b) Every permanent promotion from a promotion list to those class titles designated by Commissioner are subject to satisfactory completion of a probationary period of not less than eight (8) nor more than twenty-six (26) weeks.

(c) The probationer's supervisor shall carefully observe his/her conduct and performance and shall report thereon in writing to the pro-per appointing authority. The supervisor shall also, from time to time during the probationary term, advise the probationer as to his/her status and progress. If the conduct, capacity and fitness of the probationer are satisfactory, he/she shall be retained in the position, but if the conduct, capacity and fitness of the probationer are not satisfactory, the appointing authority shall give the probationer at least one (1) week's written notice that his/her service in the position will

terminate at the end of the probationary term. Upon his/her request, the probationer shall be granted an interview with the appointing officer or designee.

ARTICLE 25

GENERAL PROVISIONS

25.1 Pledge Against Discrimination and Coercion:

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

(c) The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the employer or an employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

25.2 Political Activity:

Any employee who is elected or appointed to an elective public office not to exceed four (4) years, shall be granted leave or leaves of absence without pay provided written explanation is made for such leave requested specifically outlining the leave requested and the public office elected or appointed. Leaves of absence to non-elective public office may be only granted for periods of one (1) year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-county position.

25.3 Personnel Files:

(a) The employee will have the right to examine the contents of his personnel file and may be accompanied by an advisor of his own choice.

(b) No materials will be placed in the employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he/she may desire. Each document shall be initialed by the employee before being placed in his/her file as evidence of his having read such document. This initialing shall not be deemed to constitute the approval by the employee of the contents of such document. If the

employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect that shall be affixed to the document.

(c) The employee will be permitted to have included in his file any material which he/she feels is pertinent to his performance and personal qualifications including all internal reports generated in the department.

25.4 Transportation Allowance and Formula Effective January 1, 1996

(a) Transportation Formula: Will be revised with the IRS mileage allowance or a four (4) dollar minimum per day.

(b) Toll charges will be reimbursed if supported by appropriate receipts.

25.5 Travel Policies

Providing the employee correctly follows the policies and procedures for travel expense and the submission of claims for payment, every reasonable effort will be made to include the request as part of the department's next regular submission for this purpose.

25.6 Travel Procedures

The policies and procedures covering expense for employees conducting official Employer business are reflected in the Rules and Regulations issued by and on file in the Budget Office of the County of Erie as amended by the Budget Office from time to time.

25.7 Disabled Employees

The Employer will make every effort to place an employee who becomes partially disabled on work which they are able to perform subject to medical approval, it being understood that the posting procedure of the jobs is waived under this provision.

25.8 Supervisory Employees

Supervisory employees shall not engage in work properly belonging or assigned to employees in the bargaining unit, except in cases where emergencies exist and no qualified person is available.

25.9 Subcontracting

In the event the employer subcontracts any work covered by this Agreement, the Employer will make every effort to find jobs for those employees displaced by such subcontracting, if qualified. It is understood the posting provisions will be waived under this section.

25.10 Labor-Management Committee

The Employer agrees that there will be a monthly meeting between the administration of each department to which employees of the bargaining unit are assigned. Such meetings will consist of no more than three (3) employees from the bargaining unit and three (3) from the Employer for the purpose of discussing matters of mutual interest and for the purpose of improving the labor relations climate between the Employer and Local 1095. Arrangements for such meetings shall be made in advance. The above mentioned three (3) employee representatives of the bargaining unit shall suffer no loss of time or pay in the event such meetings fall within the regular scheduled work hours. An agenda of the items to be discussed will be submitted seven (7) calendar days before such meeting. No agreement reached between the parties at such labor management meetings shall abrogate or negate any provision of this collective bargaining agreement. It is understood that at labor-management committee meetings, questions concerning safety of equipment and working conditions may be placed on agenda for appropriate discussion at such meetings. It is further understood that employees will not be compelled to work on unsafe equipment or in unsafe working areas.

25.11 Work Rules

(a) The Employer agrees to send written notification by the County Division of Labor Relations to the Local Union office at least ten (10) calendar days prior to the establishment of new work rules or the modification of existing work rules.

(b) When any existing rules are changed or new rules are established, they shall be posted on all the appropriate bulletin boards at an affected employee's work location for a period of at least seven (7) calendar days before becoming effective.

(c) Employees shall comply with all existing work rules, as amended from time to time, or any new rules that are not in conflict with the terms of this Agreement providing that the rules are uniformly applied and uniformly enforced. It is specifically agreed and understood that this in no way permits an employee to refuse or fail to comply with any rules unless compliance would directly result in a dangerous and unsafe condition injurious to the employee's personal health.

25.12 Protection and Security for Employees

The Employer shall provide adequate security and protection of all work installations for all employees during their respective work shifts.

25.13 Regular Part-Time Employees

Regular part-time employees who work twenty (20) or more hours per week, shall be entitled to receive all benefits provided to all full-time employees, covered by this Agreement, but on a pro-rated basis, it being understood that such regular part-time employees will be entitled to hospitalization and medical expenses.

25.14 Printing of Contract

The Employer will pay for only the contracts it requests, payment shall be at the per copy cost.

25.15 Temporary Employees

(a) Temporary employees are defined as those employees who hold a temporary appointment without holding a permanent appointment in another bargaining unit position or who are employed in the same or similar bargaining unit position under the Comprehensive Employment Training Act (CETA). It is agreed that such employees shall be recognized for the duration of this Agreement as members of the bargaining unit, subject to all the obligations are a member thereof. Notwithstanding any provision of this Agreement to the contrary, such employees shall be compensated during the term of this Agreement at the applicable Step 1 of the annual salary or hourly scale in the appropriate Job Group designated for their respective positions appearing in the Wage Appendices attached hereto. It is further agreed and understood that such employees are not entitled to any of the rights, benefits, premiums or wage supplements and the like provided under this agreement, except coverage under the following only and only to the extent provided:

- (1) Discipline and Discharge provision upon completion of a probationary period of 120 days of actual work.
- (2) Health Insurance Provision. Employer to pay one-half of premium cost of single coverage only, with employee responsible for remainder, whether single or family coverage.
- (3) Sick Leave Provision. 50% of the full-time permanent employee.
- (4) The Employer will continue the previous contribution for any bargaining unit employee who is laid off and bumps into a temporary position.
- (5) After twenty-five (25) consecutive working days of employment, temporary employees may bid for posted permanent vacancies. However, they will not be considered until all permanent unit members have been considered according to Article 17 Any such temporary employees who bid and are awarded a permanent appointment will serve a complete probationary period in the same manner as a new employee according to Article 24.

(b) Notwithstanding any provision of this Agreement to the contrary, it is specifically agreed and understood that should this section (25.15 Temporary Employees) in whole or in any part be held unlawful and/or unenforceable by any Court or State or Federal Agency of competent jurisdiction, then this entire section (25.15 Temporary Employees) shall be deemed null and void in all respects. Upon such occurrence during the term of this Agreement, the issues concerning the inclusion of temporary employees including

CETA employees into the bargaining unit and if included their rights, if any, under this Agreement shall be reopened for negotiations upon the written demand of either party to the other.

(c) All temporary employees as defined in this Section (25.15) shall receive all rights, benefits, premiums or wage supplements and the like provided for in this Agreement to permanent full-time employees after six (6) months continuous service.

25.17 Job Assignments

The Employer shall give employees preferential selection by seniority in available job assignments where and when in its sole and exclusive discretion it deems it practicable. It is understood by both parties that grievances on this subject are not arbitrable.

25.18 Public Health Aides and Nurse's Aides who were employed in 1982 and who were changed from 12 month employees to 10 month employees in the School Base Program and who are now and continue to be employed in the ten (10) month School Base Program, shall receive the following:

(a) Health insurance coverage shall be provided for by the Employer as if there were twelve (12) month employees. Specifically, any health insurance coverage shall be provided for July and August of each year following the effective date of this Agreement at no cost to the employee (according to Article 14) even if they are laid off during July and August.

(b) Seniority for transfer purposes only shall be credited to any such Public Health Aide and Nurse's Aide as if they had been employed on a continuous basis for twelve (12) months. This section (25.18) applies only to those Public Health Aides and Nurses Aides who were employed in 1982 and were reduced to a ten (10) month work schedule and are so employed on the effective date of the Agreement.

25.19 Safety and Health

Should there be notice to the parties during the life of this agreement that safety and health protective legislation (existing at the time of execution of this agreement) are revoked, in whole or in part, then the public employer agrees to meet and discuss the possibility of extending some or all of the standards contained therein in order to ensure a safe and healthy work environment.

25.20 Part-Time Employees

Part-time employees who work less than twenty (20) hours per week shall be entitled to coverage of the following articles only and receive the following benefits provided by this agreement.

- (a) Job Postings - part time employees may bid to RPT vacancies and will be considered based on their part-time seniority.
- (b) Part-time employees shall be eligible for bidding to permanent full-time positions only if no temporary or RPT have bid for the position.
- (c) Part-time employees shall be eligible for increments under Article XV except that the required period of actual service shall be two (2) years.
- (d) All newly hired part-time employees hired after March 14, 1995 will be required to work a one (1) year probation period before being covered by Article 23 Discipline and Discharge.

ARTICLE 26 SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27
STATUTORY PROVISION

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

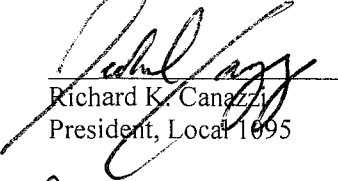
ARTICLE XXVIII (28)
EFFECTIVE DATE AND TERMINATION


Unless otherwise specified, the provisions of this Agreement shall become effective as of January 1, 2017 and shall continue in full force and effect through December 31, 2021.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 27 day of June, 2018.

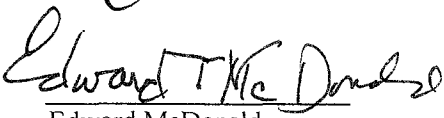
**AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL 1095, COUNCIL 66,
AFL-CIO**

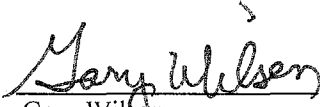
THE COUNTY OF ERIE

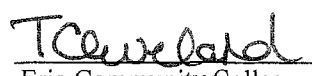

Richard K. Canazzi
President, Local 1095


Mark Poloncarz
County Executive


ECMCC
Chief Executive Officer
Thomas Quatroche



Edward McDonald
Area Representative
Council 66

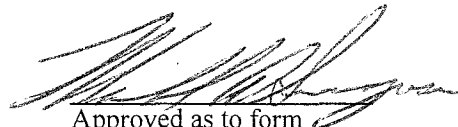

Gary Wilson
Labor Relations
Erie County

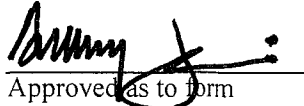

Erie Community College
Tracey Cleveland

Negotiating Committee

Karl Anderson
Everett Caci
Renee Dallas
Steve Jeffery
Mike Johnson
Joseph Kulp
Sean Lauck
Paul Mason
Norman Moorhouse
Kevin Randle
David Ricotta
David Sicignano


Buffalo Erie County
Public Library
Jeannine Doyle


Approved as to form
County Attorney
Erie County, New York


Approved as to form
ECMCC's General Council

ATTACHMENT A

AFSCME BLUE COLLAR BARGAINING UNIT JOB FAMILIES AND THE NEW YORK STATE CIVIL SERVICE JOB CLASSIFICATIONS

C = Competitive Class

NC = Non Competitive Class

PJC = Pending Job Classification from State Civil Service

L = Laborer Class

1.	Laborer	L 2
	Cook	NC 5
	Butcher	NC 6
2.	Laborer	L3
	Maintenance Worker	NC 5
	Assistant Stationary Engineer	C 5
	Stationary Engineer	C 8
	ECCF Stationary Engineer	C 8
	Building Maintenance Mechanic	NC 7
	Building Maintenance Mechanic (HVAC)	NC 7
	Building Maintenance Mechanic (Carpenter)	NC 7
	Building Maintenance Mechanic (Electrician)	NC 7
	Building Maintenance Mechanic (Millwright/Machinist)	NC 7
	Building Maintenance Mechanic (Painter)	NC 7
	Building Maintenance Mechanic (Pipefitter)	NC 7
	Building Maintenance Mechanic (Plumber)	NC 7
	Building Maintenance Mechanic (Refrigeration)	NC 7
	Building Maintenance Mechanic (Sheet Metal)	NC 7

Titles at ECMCC

	Building Maintenance Mechanic	NC 8
	Building Maintenance Mechanic (HVAC)	NC 8
	Building Maintenance Mechanic (Carpenter)	NC 8
	Building Maintenance Mechanic (Electrician)	NC 8
	Building Maintenance Mechanic Millwright/Machinist	NC 8
	Building Maintenance Mechanic (Painter)	NC 8
	Building Maintenance Mechanic (Pipefitter)	NC 8
	Building Maintenance Mechanic (Plumber)	NC 8
	Building Maintenance Mechanic (Refrigeration)	NC 8
	Building Maintenance Mechanic (Sheet Metal)	NC 8
	Custom Cabinet Maker	NC 8
	Assistant Supervising Maintenance Mechanic	NC 9
	Assistant Supervising Maintenance Mechanic Buildings	NC 9
	Assistant Supervising Maintenance Mechanic Electric	NC 9
	Assistant Supervising Maintenance Mechanic HVAC	NC 9
	Assistant Supervising Maintenance Mechanic Plumbing	NC 9
	Stationary Engineer	C 8
	Assistant Stationary Engineer	C 7
	Assistant Supervising Maintenance Mechanic Transportation	NC 8
	Assistant Supervising Maintenance Mechanic Carpenter	NC 8

	Assistant Supervising Maintenance Mechanic	NC 8
	Assistant Supervising Maintenance Mechanic Buildings	NC 8
	Assistant Supervising Maintenance Mechanic Electric	NC 8
	Assistant Supervising Maintenance Mechanic HVAC	NC 8
	Assistant Supervising Maintenance Mechanic Plumbing	NC 8
	Assistant Supervising Maintenance Mechanic Transportation	NC 8
	Stationary Engineer	C 8
	Assistant Stationary Engineer	C 5
	Telephone Technician	C 8
	Assistant Maintenance Supervisor	NC 10
	Head Janitor	C 6
	Janitor	C 3
3	Park Maintenance Worker I	L 3
	Park Maintenance Worker II	L 5
	Park Maintenance Worker III	L 7
	Automotive Mechanic – Parks	NC 9
	General Crew Chief Parks	NC 11
	Greens keeper (Golf Course)	NC 10 –B&G Scale
	Park Ranger	NC 7
4	Labor Highway	L 3
	Blacksmith Highway	NC 7
	Motor Equipment Operator	NC 5
	Shovel Operator	NC 7
	Crew Chief Highway	C 9
	Automotive Mechanic - Highway	NC 9
	General Crew Chief Highway	C 11
5	Cleaner	L 1
	Head Cleaner	L 2
	Laborer, RPT	L 3
	Laborer	L 3
	Caretaker	L 3
	Janitor	C 3
	Housekeeper	NC 4
	Head Laborer	NC 4
	Head Janitor	C 6
6	Laborer	L 3
	Senior Watch Attendant	NC 4
	Auto Mechanic Helper RPT	NC 5
	Auto Mechanic	NC 7
	Supervising Auto Mechanic –Sheriffs	NC 8
7	Laborer	L 3
	Junior Maintenance Worker- Sewerage	PJC 4
	Maintenance Worker	NC 5
	Maintenance Worker Sewerage	NC 5
	Maintenance Worker RPT	NC 5
	Wastewater Treatment Plant Operator I	C 6
	Sewer Maintenance Worker	NC 7

	Wastewater Treatment Plant Operator II	C 7
	Sewerage Facilities Mechanic	NC 7
	Assistant Supervising Maintenance Mechanic	NC 8
	Assistant Sewer District Supervisor	C 8
	Sewer Inspector	C 9
	Senior Wastewater Treatment Plant Operator	C 9
	Senior Sewerage Facilities Mechanic	NC 9
8	Senior Page, RPT	L 4
	Book Processor	L 2
	Book Repairer	NC 4
	Book Letterer	NC 4
	Book Repair Supervisor	C 6
9	Copy Machine Attendant	NC 3
	Offset Machine Operator	C 3
	Print shop Pre-Press Technician	C 4
	Senior Offset Machine Operator	C 5
	Associate Offset Machine Operator	C 7
	Printer	NC 7
10	Laborer	L 3
	Pest Control Worker	L 4
	Exterminator	NC 5
	Senior Public Health Aide	C 5
11	Community Mental Health Worker II	NC 4
	Community Mental Health Worker III	C 5
12	Laborer	L 3
	Gardener	NC 5
	Head Gardener	NC 7
13	Cleaner	L 1
	Laborer	L 3
	Hospital Housekeeping Attendant	L 3
	Hospital Housekeeping Attendant RPT	L 3
	Institutional Housekeeping Attendant	L 3
	Institutional Housekeeping Attendant RPT	L 3
	Laundry Worker	L 4
	Laundry Worker RPT	L 4
	Laundry Worker I	L 4
	Senior Laundry Worker	NC 6
	Head Laundry Worker I	NC 6
	Head Laundry Worker II	NC 7
	Principal Laundry Worker	NC 7
14	Seamstress	L 2
15	Watch Attendant	L 3

	Watch Attendant RPT	L 3
	Building Guard	C 4
	Building Guard RPT	C 4
	Building Guard Shift Supervisor	C 5
	Chief Watch Attendant	NC 5
	Security Officer	C 5
	Security Officer (Spanish Speaking)	C 5
	Child Care Recreation Specialist	C 6
	Youth Detention Worker	C 6
	Youth Detention Worker RPT	C 6
	Detention Facility Security Guard	C 5
	Child Care Worker	C 7
	Hospital Public Safety Officer	C 10
	Hospital Public Safety Officer RPT	C 10
	Hospital Public Safety Assistant	C 7
	Senior Hospital Public Safety Assistant	C 8
	Campus Public Safety Officer	C 6
16	Laborer	L 3
	Messenger, RPT	L 3
	Messenger	L 3
	Delivery Service Chauffeur	NC 4
	Truck Driver, RPT	NC 4
	Truck Driver	NC 4
	Senior Messenger	L 4
17	Nurse's Aide	NC 2
	SPD Aide	NC 3
	SPD Aide RPT	L 3
	Certified Nursing Assistant	NC 3
	Certified Nursing Assistant RPT	NC 3
	Hospital Aide	L 3
	Hospital Aide RPT	L 3
	Dispatcher, SPD	C 4
	Dispatcher, SPD RPT	C 4
	Senior SPD Aide	NC 5
	Recreation Assistant	NC 5
	Recreation Assistant RPT	NC 5
	Patient Transport Monitor	C 6
	Assistant SPD Supervisor	C 6
	Burn Technician	PJC 4
	Critical Care Technician	PJC 4
	Lead Sterile Processing Technician	C 5
	Patient Transport Coordinator	C 5
	Household Assistant Long Term Care	L 3
	Household Coordinator Long Term Care	C 8
	Housekeeping Attendant Long Term Care	L 3
	Patient Support Aide	PJC 3

18	Health Assistant	L 1
	Community Service Aide, RPT	L 1
	Homemaker	NC 3
	Home Health Aide	L 3
	Senior Homemaker	NC 4
	Work Relief Supervisor	NC 4
19	CHAP Aide	L 3
	Public Health Aide	L 1
	Senior Public Health Aide	L 3
20	Pharmacy Aide	C 5
	Senior Pharmacy Aide	C 6
	Lead Pharmacy Aide	C 7
	Medication Reconciliation Assistant	PJC 3
21	Laboratory Helper	L 2
	Dental Assistant	NC 3
	Senior Laboratory Helper	NC 4
	ECMCC Dental Assistant	NC 5
	ECMCC Dental Assistant RPT	NC 5
	ECMCC Certified Dental Assistant	C 6
	Dark Room Technician	C 9
	Biomedical Repair Technician	C 10
22	Hospital Appliance Repair Worker	NC 7
	Control Technician Electric	C 9
	ECMCC Control Technician Electric	C 11
23	Laborer	L 3
	Stores Clerk	C 3
24	Sign Shop Fabricator	NC 7
	Sign Shop Chief	NC 9
25	Dispatcher	C 4
	Transportation Assistant	C 6

PLUS 12 PAY SCALE REPORT SHEETS

Check My License/Driving Privilege Status

How can I check the status of my New York State Driving Privilege?

Sign up for "MyDMV and use the My License, Permit or "ID" service. You can check:

- The current status of your driving privilege (for example Valid, Revoked, Suspended)
- The number of driver violation points on your driving record
- If your license, permit or non-driver ID card is valid, expired or due to be renewed
- Your address on DMV records, change it, if necessary
- Your CDL medical certification status
- The mailing status of a document you recently ordered

Cut out and keep in wallet

WEINGARTEN Rights Statement

I am a member of AFSCME Local 1095. I am requesting my right as granted under the U.S. Supreme Court "WEINGARTEN" decision to have a Union Representative present during this meeting because I reasonably believe that it may result in disciplinary action against me or impact my personal working conditions. If my request for representation is denied, I may refrain from answering accusatory questions until such time as I am properly represented.

AFSCME LOCAL 1095 (716-608-1095)

Report: ZTMR_PAYSCALE_REPORT
System: QAS/100/ZHR_PAYSCALES
User: BARCAM

Payscale Type: AFSCME

Erie County
Pay Scale Report
Pay Area: 10: AFSCME

For: 01/01/2018

Page: 1
Date: 12/15/2017
Time: 11:11:02

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GRP 02	27510 1058.08 13.226	28388 1091.84 13.648	29266 1125.60 14.070	30143 1159.36 14.492	31021 1193.12 14.914	31899 1226.88 15.336	32779 1260.72 15.759	33656 1294.48 16.181	34212 1315.84 16.448	34778 1337.60 16.720	35323 1358.56 16.982	35878 1379.92 17.249	36435 1401.36 17.517
GRP 03	28513 1096.64 13.708	29436 1132.16 14.152	30360 1167.68 14.596	31283 1203.20 15.040	32207 1238.72 15.484	33130 1274.24 15.928	34054 1309.76 16.372	34977 1345.28 16.816	35558 1367.60 17.095	36161 1390.80 17.385	36737 1412.96 17.662	37321 1435.44 17.943	37906 1457.92 18.224
GRP 04	29363 1129.36 14.117	30341 1166.96 14.587	31319 1204.56 15.057	32296 1242.16 15.527	33276 1279.84 15.998	34256 1317.52 16.469	35233 1355.12 16.939	36211 1392.72 17.409	36828 1416.48 17.706	37436 1439.84 17.998	38066 1464.08 18.301	38684 1487.84 18.598	39300 1511.52 18.894
GRP 05	31061 1194.64 14.933	32124 1235.52 15.444	33186 1276.40 15.955	34249 1317.28 16.466	35310 1358.08 16.976	36373 1398.96 17.487	37436 1439.84 17.998	38499 1480.72 18.509	39241 1509.28 18.866	39986 1537.92 19.224	40731 1566.56 19.582	41471 1595.04 19.938	42209 1623.44 20.293
GRP 06	33367 1283.36 16.042	34592 1330.48 16.631	35822 1377.76 17.222	37047 1424.88 17.811	38276 1472.16 18.402	39501 1519.28 18.991	40731 1566.56 19.582	41958 1613.76 20.172	42906 1650.24 20.628	43851 1686.56 21.082	44778 1722.24 21.528	45714 1758.24 21.978	46650 1794.24 22.428
GRP 07	35809 1377.28 17.216	37265 1433.28 17.916	38721 1489.28 18.616	40179 1545.36 19.317	41637 1601.44 20.018	43093 1657.44 20.718	44549 1713.44 21.418	46008 1769.52 22.119	47083 1810.88 22.636	48154 1852.08 23.151	49223 1893.20 23.665	50301 1934.64 24.183	51380 1976.16 24.702
GRP 08	38455 1479.04 18.488	40121 1543.12 19.289	41789 1607.28 20.091	43457 1671.44 20.893	45124 1735.52 21.694	46792 1799.68 22.496	48460 1863.84 23.298	50128 1928.00 24.100	51322 1973.92 24.674	52503 2019.36 25.242	53691 2065.04 25.813	54872 2110.48 26.381	56071 2156.56 26.957
GRP 09	41311 1588.88 19.861	43166 1660.24 20.753	45022 1731.60 21.645	46877 1802.96 22.537	48730 1874.24 23.428	50586 1945.60 24.320	52441 2016.96 25.212	54296 2088.32 26.104	55584 2137.84 26.723	56886 2187.92 27.349	58165 2237.12 27.964	59455 2286.72 28.584	60751 2336.56 29.207
GRP 10	44348 1705.68 21.321	46363 1783.20 22.290	48379 1860.72 23.259	50394 1938.24 24.228	52410 2015.76 25.197	54427 2093.36 26.167	56443 2170.88 27.136	58458 2248.40 28.105	59867 2302.56 28.782	61275 2356.72 29.459	62691 2411.20 30.140	64085 2464.80 30.810	65493 2518.96 31.487
GRP 11	49015 1885.20 23.565	51203 1969.36 24.617	53389 2053.44 25.668	55578 2137.60 26.720	57766 2221.76 27.772	59952 2305.84 28.823	62140 2390.00 29.875	64326 2474.08 30.926	65853 2532.80 31.660	67375 2591.36 32.392	68902 2650.08 33.126	70423 2708.56 33.857	71945 2767.12 34.589
GRP 12	52535 2020.56 25.257	54943 2113.20 26.415	57352 2205.84 27.573	59756 2298.32 28.729	62165 2390.96 29.887	64574 2483.60 31.045	66980 2576.16 32.202	69389 2668.80 33.360	71086 2734.08 34.176	72767 2798.72 34.984	74449 2863.44 35.793	76140 2928.48 36.606	77829 2993.44 37.418
GRP 13	57495 2211.36 27.642	60133 2312.80 28.910	62772 2414.32 30.179	65410 2515.76 31.447	68045 2617.12 32.714	70683 2718.56 33.982	73322 2820.08 35.251	75960 2921.52 36.519	77817 2992.96 37.412	79670 3064.24 38.303	81526 3135.60 39.195	83389 3207.28 40.091	85247 3278.72 40.984

Report: ZTMR Payscale Report
System: QAS/100/ZHR_PAYSCALES
User: BARCAM

Payscale Type: AFSCME

Erie County
Pay Scale Report
Pay Area: 10: AFSCME

For: 01/01/2019

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GRP 01	27531 1058.88 13.236	28400 1092.32 13.654	29268 1125.68 14.071	30137 1159.12 14.489	31004 1192.48 14.906	31872 1225.84 15.323	32743 1259.36 15.742	33611 1292.72 16.159	34154 1313.60 16.420	34690 1334.24 16.678	35229 1354.96 16.937	35770 1375.76 17.197	36311 1396.56 17.457
GRP 02	28061 1079.28 13.491	28956 1113.68 13.921	29850 1148.08 14.351	30747 1182.56 14.782	31641 1216.96 15.212	32537 1251.44 15.643	33434 1285.92 16.074	34330 1320.40 16.505	34896 1342.16 16.777	35472 1364.32 17.054	36030 1385.76 17.322	36596 1407.52 17.594	37163 1429.36 17.867
GRP 03	29083 1118.56 13.982	30025 1154.80 14.435	30967 1191.04 14.888	31909 1227.28 15.341	32852 1263.52 15.794	33794 1299.76 16.247	34734 1335.92 16.699	35676 1372.16 17.152	36269 1394.96 17.437	36885 1418.64 17.733	37471 1441.20 18.015	38068 1464.16 18.302	38663 1487.04 18.588
GRP 04	29950 1151.92 14.399	30948 1190.32 14.879	31945 1228.64 15.358	32943 1267.04 15.838	33941 1305.44 16.318	34940 1343.84 16.798	35938 1382.24 17.278	36935 1420.56 17.757	37565 1444.80 18.060	38185 1468.64 18.358	38827 1493.36 18.667	39458 1517.60 18.970	40086 1541.76 19.272
GRP 05	31683 1218.56 15.232	32766 1260.24 15.753	33850 1301.92 16.274	34934 1343.60 16.795	36017 1385.28 17.316	37101 1426.96 17.837	38185 1468.64 18.358	39268 1510.32 18.879	40025 1539.44 19.243	40785 1568.64 19.608	41546 1597.92 19.974	42301 1626.96 20.337	43054 1655.92 20.699
GRP 06	34035 1309.04 16.363	35285 1357.12 16.964	36537 1405.28 17.566	37787 1453.36 18.167	39042 1501.60 18.770	40292 1549.68 19.371	41546 1597.92 19.974	42796 1646.00 20.575	43765 1683.28 21.041	44728 1720.32 21.504	45675 1756.72 21.959	46629 1793.44 22.418	47584 1830.16 22.877
GRP 07	36525 1404.80 17.560	38010 1461.92 18.274	39495 1519.04 18.988	40982 1576.24 19.703	42469 1633.44 20.418	43955 1690.56 21.132	45440 1747.68 21.846	46927 1804.88 22.561	48025 1847.12 23.089	49117 1889.12 23.614	50207 1931.04 24.138	51307 1973.36 24.667	52408 2015.68 25.196
GRP 08	39225 1508.64 18.858	40924 1574.00 19.675	42625 1639.44 20.493	44327 1704.88 21.311	46026 1770.24 22.128	47728 1835.68 22.946	49429 1901.12 23.764	51131 1966.56 24.582	52347 2013.36 25.167	53554 2059.76 25.747	54764 2106.32 26.329	55971 2152.72 26.909	57192 2199.68 27.496
GRP 09	42137 1620.64 20.258	44029 1693.44 21.168	45922 1766.24 22.078	47815 1839.04 22.988	49706 1911.76 23.897	51596 1984.48 24.806	53489 2057.28 25.716	55382 2130.08 26.626	56695 2180.56 27.257	58024 2231.68 27.896	59328 2281.84 28.523	60644 2332.48 29.156	61965 2383.28 29.791
GRP 10	45234 1739.76 21.747	47291 1818.88 22.736	49346 1897.92 23.724	51403 1977.04 24.713	53458 2056.08 25.701	55515 2135.20 26.690	57572 2214.32 27.679	59627 2293.36 28.667	61065 2348.64 29.358	62500 2403.84 30.048	63945 2459.44 30.743	65366 2514.08 31.426	66803 2569.36 32.117
GRP 11	49995 1922.88 24.036	52227 2008.72 25.109	54456 2094.48 26.181	56688 2180.32 27.254	58920 2266.16 28.327	61150 2351.92 29.399	63384 2437.84 30.473	65614 2523.60 31.545	67169 2583.44 32.293	68723 2643.20 33.040	70281 2703.12 33.789	71831 2762.72 34.534	73384 2822.48 35.281
GRP 12	53585 2060.96 25.762	56041 2155.44 26.943	58498 2249.92 28.124	60952 2344.32 29.304	63409 2438.80 30.485	65865 2533.28 31.666	68320 2627.68 32.846	70776 2722.16 34.027	72509 2788.80 34.860	74223 2854.72 35.684	75939 2920.72 36.509	77663 2987.04 37.338	79385 3053.28 38.166
GRP 13	58646 2255.60 28.195	61335 2359.04 29.488	64029 2462.64 30.783	66718 2566.08 32.076	69405 2669.44 33.368	72097 2772.96 34.662	74788 2876.48 35.956	77478 2979.92 37.249	79373 3052.80 38.160	81264 3125.52 39.069	83156 3198.32 39.979	85057 3271.44 40.893	86952 3344.32 41.804

Report: ZTMR PAYSACLE REPORT
System: QAS/100/ZHR_PAYSCALES
User: BARCAM

Payscale Type: AFSCME

Erie County
Pay Scale Report
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For: 01/01/2020

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GRP 01	28082 1080.08 13.501	28968 1114.16 13.927	29852 1148.16 14.352	30740 1182.32 14.779	31624 1216.32 15.204	32508 1250.32 15.629	33399 1284.56 16.057	34283 1318.56 16.482	34836 1339.84 16.748	35385 1360.96 17.012	35934 1382.08 17.276	36485 1403.28 17.541	37036 1424.48 17.806
GRP 02	28623 1100.88 13.761	29534 1135.92 14.199	30447 1171.04 14.638	31362 1206.24 15.078	32273 1241.28 15.516	33188 1276.48 15.956	34102 1311.60 16.395	35017 1346.80 16.835	35595 1369.04 17.113	36182 1391.60 17.395	36749 1413.44 17.668	37328 1435.68 17.946	37906 1457.92 18.224
GRP 03	29665 1140.96 14.262	30626 1177.92 14.724	31587 1214.88 15.186	32548 1251.84 15.648	33509 1288.80 16.110	34470 1325.76 16.572	35429 1362.64 17.033	36390 1399.60 17.495	36995 1422.88 17.786	37623 1447.04 18.088	38220 1470.00 18.375	38829 1493.44 18.668	39437 1516.80 18.960
GRP 04	30549 1174.96 14.687	31568 1214.16 15.177	32583 1253.20 15.665	33602 1292.40 16.155	34620 1331.52 16.644	35639 1370.72 17.134	36658 1409.92 17.624	37673 1448.96 18.112	38316 1473.68 18.421	38948 1498.00 18.725	39603 1523.20 19.040	40246 1547.92 19.349	40887 1572.56 19.657
GRP 05	32317 1242.96 15.537	33421 1285.44 16.068	34526 1327.92 16.599	35632 1370.48 17.131	36737 1412.96 17.662	37844 1455.52 18.194	38948 1498.00 18.725	40055 1540.56 19.257	40826 1570.24 19.628	41600 1600.00 20.000	42376 1629.84 20.373	43148 1659.52 20.744	43915 1689.04 21.113
GRP 06	34715 1335.20 16.690	35990 1384.24 17.303	37267 1433.36 17.917	38542 1482.40 18.530	39822 1531.60 19.145	41097 1580.64 19.758	42376 1629.84 20.373	43653 1678.96 20.987	44641 1716.96 21.462	45623 1754.72 21.934	46588 1791.84 22.398	47561 1829.28 22.866	48537 1866.80 23.335
GRP 07	37255 1432.88 17.911	38769 1491.12 18.639	40285 1549.44 19.368	41802 1607.76 20.097	43318 1666.08 20.826	44834 1724.40 21.555	46349 1782.64 22.283	47865 1840.96 23.012	48986 1884.08 23.551	50099 1926.88 24.086	51212 1969.68 24.621	52333 2012.80 25.160	53456 2056.00 25.700
GRP 08	40009 1538.80 19.235	41744 1605.52 20.069	43478 1672.24 20.903	45213 1738.96 21.737	46948 1805.68 22.571	48682 1872.40 23.405	50417 1939.12 24.239	52154 2005.92 25.074	53394 2053.60 25.670	54625 2100.96 26.262	55860 2148.48 26.856	57090 2195.76 27.447	58336 2243.68 28.046
GRP 09	42979 1653.04 20.663	44909 1727.28 21.591	46842 1801.60 22.520	48772 1875.84 23.448	50700 1950.00 24.375	52628 2024.16 25.302	54558 2098.40 26.230	56491 2172.72 27.159	57828 2224.16 27.802	59184 2276.32 28.454	60513 2327.44 29.093	61857 2379.12 29.739	63205 2430.96 30.387
GRP 10	46139 1774.56 22.182	48237 1855.28 23.191	50332 1935.84 24.198	52431 2016.56 25.207	54527 2097.20 26.215	56626 2177.92 27.224	58725 2258.64 28.233	60819 2339.20 29.240	62286 2395.60 29.945	63750 2451.92 30.649	65225 2508.64 31.358	66674 2564.40 32.055	68139 2620.72 32.759
GRP 11	50995 1961.36 24.517	53271 2048.88 25.611	55546 2136.40 26.705	57822 2223.92 27.799	60100 2311.52 28.894	62373 2398.96 29.987	64651 2486.56 31.082	66926 2574.08 32.176	68513 2635.12 32.939	70098 2696.08 33.701	71687 2757.20 34.465	73268 2818.00 35.225	74853 2878.96 35.987
GRP 12	54656 2102.16 26.277	57163 2198.56 27.482	59667 2294.88 28.686	62171 2391.20 29.890	64678 2487.60 31.095	67182 2583.92 32.299	69686 2680.24 33.503	72193 2776.64 34.708	73959 2844.56 35.557	75708 2911.84 36.398	77457 2979.12 37.239	79217 3046.80 38.085	80972 3114.32 38.929
GRP 13	59819 2300.72 28.759	62562 2406.24 30.078	65310 2511.92 31.399	68053 2617.44 32.718	70793 2722.80 34.035	73538 2828.40 35.355	76284 2934.00 36.675	79028 3039.52 37.994	80960 3113.84 38.923	82888 3188.00 39.850	84820 3262.32 40.779	86759 3336.88 41.711	88691 3411.20 42.640

Report: ZTMR_PAYSCALE_REPORT
 System: QAS/100/ZHR_PAYSCALES
 User: BARCAM

Payscale Type: AFSCME

Erie County
 Pay Scale Report
 Pay Area: 10: AFSCME

For: 01/01/2021

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 Date: 12/15/2017
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GRP 01	28644 1101.68 13.771	29548 1136.48 14.206	30449 1171.12 14.639	31356 1206.00 15.075	32257 1240.64 15.508	33159 1275.36 15.942	34066 1310.24 16.378	34969 1344.96 16.812	35533 1366.64 17.083	36092 1388.16 17.352	36654 1409.76 17.622	37215 1431.36 17.892	37777 1452.96 18.162
GRP 02	29195 1122.88 14.036	30125 1158.64 14.483	31056 1194.48 14.931	31990 1230.40 15.380	32918 1266.08 15.826	33852 1302.00 16.275	34784 1337.84 16.723	35718 1373.76 17.172	36306 1396.40 17.455	36905 1419.44 17.743	37484 1441.68 18.021	38074 1464.40 18.305	38663 1487.04 18.588
GRP 03	30258 1163.76 14.547	31237 1201.44 15.018	32219 1239.20 15.490	33199 1276.88 15.961	34179 1314.56 16.432	35158 1352.24 16.903	36138 1389.92 17.374	37118 1427.60 17.845	37735 1451.36 18.142	38376 1476.00 18.450	38985 1499.44 18.743	39605 1523.28 19.041	40225 1547.12 19.339
GRP 04	31160 1198.48 14.981	32200 1238.48 15.481	33234 1278.24 15.978	34274 1318.24 16.478	35312 1358.16 16.977	36352 1398.16 17.477	37390 1438.08 17.976	38426 1477.92 18.474	39081 1503.12 18.789	39728 1528.00 19.100	40396 1553.68 19.421	41051 1578.88 19.736	41704 1604.00 20.050
GRP 05	32964 1267.84 15.848	34089 1311.12 16.389	35216 1354.48 16.931	36346 1397.92 17.474	37471 1441.20 18.015	38601 1484.64 18.558	39728 1528.00 19.100	40855 1571.36 19.642	41644 1601.68 20.021	42432 1632.00 20.400	43222 1662.40 20.780	44011 1692.72 21.159	44793 1722.80 21.535
GRP 06	35410 1361.92 17.024	36710 1411.92 17.649	38012 1462.00 18.275	39314 1512.08 18.901	40618 1562.24 19.528	41918 1612.24 20.153	43222 1662.40 20.780	44527 1712.56 21.407	45533 1751.28 21.891	46536 1789.84 22.373	47520 1827.68 22.846	48512 1865.84 23.323	49508 1904.16 23.802
GRP 07	38000 1461.52 18.269	39545 1520.96 19.012	41090 1580.40 19.755	42638 1639.92 20.499	44185 1699.44 21.243	45731 1758.88 21.986	47276 1818.32 22.729	48822 1877.76 23.472	49966 1921.76 24.022	51101 1965.44 24.568	52235 2009.04 25.113	53379 2053.04 25.663	54525 2097.12 26.214
GRP 08	40810 1569.60 19.620	42578 1637.60 20.470	44348 1705.68 21.321	46118 1773.76 22.172	47886 1841.76 23.022	49656 1909.84 23.873	51426 1977.92 24.724	53196 2046.00 25.575	54461 2094.64 26.183	55717 2142.96 26.787	56977 2191.44 27.393	58232 2239.68 27.996	59503 2288.56 28.607
GRP 09	43838 1686.08 21.076	45808 1761.84 22.023	47778 1837.60 22.970	49747 1913.36 23.917	51715 1989.04 24.863	53681 2064.64 25.808	55650 2140.40 26.755	57620 2216.16 27.702	58985 2268.64 28.358	60368 2321.84 29.023	61724 2374.00 29.675	63095 2426.72 30.334	64470 2479.60 30.995
GRP 10	47062 1810.08 22.626	49202 1892.40 23.655	51339 1974.56 24.682	53479 2056.88 25.711	55617 2139.12 26.739	57757 2221.44 27.768	59900 2303.84 28.798	62036 2386.00 29.825	63532 2443.52 30.544	65025 2500.96 31.262	66529 2558.80 31.985	68008 2615.68 32.696	69501 2673.12 33.414
GRP 11	52015 2000.56 25.007	54336 2089.84 26.123	56657 2179.12 27.239	58978 2268.40 28.355	61302 2357.76 29.472	63621 2446.96 30.587	65944 2536.32 31.704	68266 2625.60 32.820	69884 2687.84 33.598	71500 2750.00 34.375	73120 2812.32 35.154	74734 2874.40 35.930	76351 2936.56 36.707
GRP 12	55750 2144.24 26.803	58307 2242.56 28.032	60861 2340.80 29.260	63415 2439.04 30.488	65971 2537.36 31.717	68526 2635.60 32.945	71080 2733.84 34.173	73636 2832.16 35.402	75437 2901.44 36.268	77222 2970.08 37.126	79007 3038.72 37.984	80802 3107.76 38.847	82593 3176.64 39.708
GRP 13	61015 2346.72 29.334	63814 2454.40 30.680	66616 2562.16 32.027	69414 2669.76 33.372	72209 2777.28 34.716	75009 2884.96 36.062	77811 2992.72 37.409	80608 3100.32 38.754	82578 3176.08 39.701	84546 3251.76 40.647	86518 3327.60 41.595	88494 3403.60 42.545	90465 3479.44 43.493

Report: ZTMR_PAYSCALE_REPORT
 System: QAS/100/ZHR_PAYSCALES
 User: BARCAM

Payscale Type: AFSCME

Erie County
 Pay Scale Report
 Pay Area: 11: AFSCME Pks/ Highways For: 01/01/2018

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 Date: 12/19/2017
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GRP 03	31797 1222.96 15.287		33205 1277.12 15.964	33908 1304.16 16.302	34611 1331.20 16.640	35316 1358.32 16.979	36021 1385.44 17.318	36727 1412.56 17.657	37521 1443.12 18.039	38287 1472.56 18.407	39131 1505.04 18.813	39940 1536.16 19.202	40741 1566.96 19.587
GRP 04	34160 1313.84 16.423	35125 1350.96 16.887	36090 1388.08 17.351	37055 1425.20 17.815	38020 1462.32 18.279	38988 1499.52 18.744	39953 1536.64 19.208	40918 1573.76 19.672	41979 1614.56 20.182	42919 1650.72 20.634	43967 1691.04 21.138	44984 1730.16 21.627	46012 1769.68 22.121
GRP 05	34320 1320.00 16.500	35289 1357.28 16.966	36259 1394.56 17.432	37228 1431.84 17.898	38197 1469.12 18.364	39166 1506.40 18.830	40136 1543.68 19.296	41107 1581.04 19.763	42135 1620.56 20.257	43075 1656.72 20.709	44127 1697.20 21.215	45146 1736.40 21.705	46155 1775.20 22.190
GRP 06	36774 1414.40 17.680	37960 1460.00 18.250	39146 1505.60 18.820	40329 1551.12 19.389	41515 1596.72 19.959	42702 1642.40 20.530	43888 1688.00 21.100	45072 1733.52 21.669	46251 1778.88 22.236	47414 1823.60 22.795	48608 1869.52 23.369	49789 1914.96 23.937	51542 1982.40 24.780
GRP 07	36930 1420.40 17.755	38116 1466.00 18.325	39304 1511.68 18.896	40489 1557.28 19.466	41675 1602.88 20.036	42860 1648.48 20.606	44044 1694.00 21.175	45230 1739.60 21.745	46415 1785.20 22.315	47574 1829.76 22.872	48770 1875.76 23.447	49951 1921.20 24.015	51678 1987.60 24.845
GRP 08	39262 1510.08 18.876	40631 1562.72 19.534	41999 1615.36 20.192	43368 1668.00 20.850	44737 1720.64 21.508	46105 1773.28 22.166	47474 1825.92 22.824	48840 1878.48 23.481	50086 1926.40 24.080	51324 1974.00 24.675	52730 2028.08 25.351	54028 2078.00 25.975	55343 2128.56 26.607
GRP 09	39422 1516.24 18.953	40791 1568.88 19.611	42157 1621.44 20.268	43526 1674.08 20.926	44897 1726.80 21.585	46265 1779.44 22.243	47634 1832.08 22.901	49003 1884.72 23.559	50247 1932.56 24.157	51484 1980.16 24.752	52886 2034.08 25.426	54190 2084.24 26.053	55486 2134.08 26.676
GRP 11	43075 1656.72 20.709	44666 1717.92 21.474	46255 1779.04 22.238	47846 1840.24 23.003	49437 1901.44 23.768	51029 1962.64 24.533	52618 2023.76 25.297	54209 2084.96 26.062	55763 2144.72 26.809	57158 2198.40 27.480	58706 2257.92 28.224	60208 2315.68 28.946	62317 2396.80 29.960

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GRP 03	32433 1247.44 15.593		33869 1302.64 16.283	34586 1330.24 16.628	35304 1357.84 16.973	36024 1385.52 17.319	36741 1413.12 17.664	37461 1440.80 18.010	38272 1472.00 18.400	39052 1502.00 18.775	39913 1535.12 19.189	40739 1566.88 19.586	41556 1598.32 19.979
GRP 04	34842 1340.08 16.751	35828 1378.00 17.225	36812 1415.84 17.698	37796 1453.68 18.171	38782 1491.60 18.645	39768 1529.52 19.119	40751 1567.36 19.592	41735 1605.20 20.065	42819 1646.88 20.586	43778 1683.76 21.047	44847 1724.88 21.561	45885 1764.80 22.060	46931 1805.04 22.563
GRP 05	35006 1346.40 16.830	35994 1384.40 17.305	36984 1422.48 17.781	37972 1460.48 18.256	38960 1498.48 18.731	39951 1536.56 19.207	40939 1574.56 19.682	41929 1612.64 20.158	42977 1652.96 20.662	43936 1689.84 21.123	45009 1731.12 21.639	46049 1771.12 22.139	47079 1810.72 22.634
GRP 06	37511 1442.72 18.034	38719 1489.20 18.615	39928 1535.68 19.196	41136 1582.16 19.777	42345 1628.64 20.358	43557 1675.28 20.941	44766 1721.76 21.522	45972 1768.16 22.102	47176 1814.48 22.681	48362 1860.08 23.251	49579 1906.88 23.836	50785 1953.28 24.416	52574 2022.08 25.276
GRP 07	37669 1448.80 18.110	38879 1495.36 18.692	40090 1541.92 19.274	41298 1588.40 19.855	42509 1634.96 20.437	43717 1681.44 21.018	44926 1727.92 21.599	46134 1774.40 22.180	47343 1820.88 22.761	48524 1866.32 23.329	49745 1913.28 23.916	50950 1959.60 24.495	52711 2027.36 25.342
GRP 08	40048 1540.32 19.254	41444 1594.00 19.925	42840 1647.68 20.596	44235 1701.36 21.267	45631 1755.04 21.938	47027 1808.72 22.609	48422 1862.40 23.280	49818 1916.08 23.951	51089 1964.96 24.562	52352 2013.52 25.169	53785 2068.64 25.858	55110 2119.60 26.495	56449 2171.12 27.139
GRP 09	40211 1546.56 19.332	41606 1600.24 20.003	43000 1653.84 20.673	44398 1707.60 21.345	45795 1761.36 22.017	47191 1815.04 22.688	48587 1868.72 23.359	49982 1922.40 24.030	51251 1971.20 24.640	52514 2019.76 25.247	53945 2074.80 25.935	55274 2125.92 26.574	56597 2176.80 27.210
GRP 11	43936 1689.84 21.123	45558 1752.24 21.903	47181 1814.64 22.683	48803 1877.04 23.463	50425 1939.44 24.243	52050 2001.92 25.024	53670 2064.24 25.803	55293 2126.64 26.583	56878 2187.60 27.345	58302 2242.40 28.030	59879 2303.04 28.788	61412 2362.00 29.525	63563 2444.72 30.559

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GRP 03	33082 1272.40 15.905		34547 1328.72 16.609	35279 1356.88 16.961	36009 1384.96 17.312	36743 1413.20 17.665	37475 1441.36 18.017	38210 1469.60 18.370	39037 1501.44 18.768	39834 1532.08 19.151	40712 1565.84 19.573	41554 1598.24 19.978	42388 1630.32 20.379
GRP 04	35539 1366.88 17.086	36546 1405.60 17.570	37548 1444.16 18.052	38551 1482.72 18.534	39557 1521.44 19.018	40562 1560.08 19.501	41567 1598.72 19.984	42569 1637.28 20.466	43676 1679.84 20.998	44653 1717.44 21.468	45743 1759.36 21.992	46802 1800.08 22.501	47869 1841.12 23.014
GRP 05	35707 1373.36 17.167	36714 1412.08 17.651	37725 1450.96 18.137	38732 1489.68 18.621	39740 1528.48 19.106	40749 1567.28 19.591	41758 1606.08 20.076	42767 1644.88 20.561	43836 1686.00 21.075	44814 1723.60 21.545	45910 1765.76 22.072	46971 1806.56 22.582	48021 1846.96 23.087
GRP 06	38262 1471.60 18.395	39493 1518.96 18.987	40726 1566.40 19.580	41960 1613.84 20.173	43191 1661.20 20.765	44429 1708.80 21.360	45660 1756.16 21.952	46892 1803.52 22.544	48121 1850.80 23.135	49329 1897.28 23.716	50571 1945.04 24.313	51800 1992.32 24.904	53627 2062.56 25.782
GRP 07	38422 1477.76 18.472	39657 1525.28 19.066	40891 1572.72 19.659	42124 1620.16 20.252	43360 1667.68 20.846	44591 1715.04 21.438	45824 1762.48 22.031	47058 1809.92 22.624	48289 1857.28 23.216	49496 1903.68 23.796	50740 1951.52 24.394	51969 1998.80 24.985	53766 2067.92 25.849
GRP 08	40849 1571.12 19.639	42274 1625.92 20.324	43697 1680.64 21.008	45119 1735.36 21.692	46544 1790.16 22.377	47967 1844.88 23.061	49392 1899.68 23.746	50814 1954.40 24.430	52110 2004.24 25.053	53398 2053.76 25.672	54860 2110.00 26.375	56212 2162.00 27.025	57579 2214.56 27.682
GRP 09	41016 1577.52 19.719	42438 1632.24 20.403	43859 1686.88 21.086	45286 1741.76 21.772	46711 1796.56 22.457	48135 1851.36 23.142	49558 1906.08 23.826	50983 1960.88 24.511	52277 2010.64 25.133	53564 2060.16 25.752	55024 2116.32 26.454	56378 2168.40 27.105	57728 2220.32 27.754
GRP 11	44814 1723.60 21.545	46469 1787.28 22.341	48125 1850.96 23.137	49779 1914.56 23.932	51434 1978.24 24.728	53090 2041.92 25.524	54744 2105.52 26.319	56399 2169.20 27.115	58015 2231.36 27.892	59469 2287.28 28.591	61077 2349.12 29.364	62641 2409.28 30.116	64834 2493.60 31.170

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GRP 03	33744 1297.84 16.223		35237 1355.28 16.941	35984 1384.00 17.300	36729 1412.64 17.658	37477 1441.44 18.018	38224 1470.16 18.377	38973 1498.96 18.737	39817 1531.44 19.143	40631 1562.72 19.534	41525 1597.12 19.964	42386 1630.24 20.378	43237 1662.96 20.787
GRP 04	36250 1394.24 17.428	37276 1433.68 17.921	38299 1473.04 18.413	39322 1512.40 18.905	40348 1551.84 19.398	41373 1591.28 19.891	42399 1630.72 20.384	43420 1670.00 20.875	44549 1713.44 21.418	45546 1751.76 21.897	46659 1794.56 22.432	47738 1836.08 22.951	48826 1877.92 23.474
GRP 05	36421 1400.80 17.510	37448 1440.32 18.004	38480 1480.00 18.500	39505 1519.44 18.993	40535 1559.04 19.488	41565 1598.64 19.983	42594 1638.24 20.478	43622 1677.76 20.972	44714 1719.76 21.497	45710 1758.08 21.976	46827 1801.04 22.513	47911 1842.72 23.034	48982 1883.92 23.549
GRP 06	39027 1501.04 18.763	40283 1549.36 19.367	41542 1597.76 19.972	42798 1646.08 20.576	44054 1694.40 21.180	45317 1742.96 21.787	46573 1791.28 22.391	47830 1839.60 22.995	49084 1887.84 23.598	50315 1935.20 24.190	51582 1983.92 24.799	52836 2032.16 25.402	54700 2103.84 26.298
GRP 07	39189 1507.28 18.841	40450 1555.76 19.447	41708 1604.16 20.052	42967 1652.56 20.657	44227 1701.04 21.263	45483 1749.36 21.867	46742 1797.76 22.472	47998 1846.08 23.076	49254 1894.40 23.680	50486 1941.76 24.272	51755 1990.56 24.882	53009 2038.80 25.485	54841 2109.28 26.366
GRP 08	41667 1602.56 20.032	43118 1658.40 20.730	44570 1714.24 21.428	46022 1770.08 22.126	47476 1826.00 22.825	48926 1881.76 23.522	50380 1937.68 24.221	51832 1993.52 24.919	53152 2044.32 25.554	54465 2094.80 26.185	55958 2152.24 26.903	57337 2205.28 27.566	58731 2258.88 28.236
GRP 09	41835 1609.04 20.113	43287 1664.88 20.811	44737 1720.64 21.508	46191 1776.56 22.207	47644 1832.48 22.906	49098 1888.40 23.605	50550 1944.24 24.303	52002 2000.08 25.001	53323 2050.88 25.636	54635 2101.36 26.267	56125 2158.64 26.983	57506 2211.76 27.647	58883 2264.72 28.309
GRP 11	45710 1758.08 21.976	47399 1823.04 22.788	49088 1888.00 23.600	50775 1952.88 24.411	52464 2017.84 25.223	54151 2082.72 26.034	55838 2147.60 26.845	57527 2212.56 27.657	59176 2276.00 28.450	60659 2333.04 29.163	62298 2396.08 29.951	63893 2457.44 30.718	66129 2543.44 31.793